

BeWelcome TERMS of USE (ToU) - November 2013

BeWelcome (www.bewelcome.org) is a network that promotes the ideas of hospitality and cultural exchange. It is a project of the non-profit association BeVolunteer and run exclusively by volunteers. BeVolunteer is a French association registered in the prefecture of Ille-et-Vilaine, in Rennes/France (registration number W3530003536). These terms of use (TOU) govern the relationship between BeVolunteer who provide the service « BeWelcome » and you, as user of the BeWelcome service. French law is applicable.

1. MEMBERSHIP

By registering an account on the BeWelcome website, you become a member of BeWelcome. Membership is open to physical persons only. Each member is allowed to have one account (profile) - any additional accounts you create will be removed along with all its content. The minimum age for membership is 18.

TYPES OF MEMBERSHIP:

a. Active membership: By completing the registration process, you become an active member of BeWelcome. This allows you to fully participate in the network and to use all member services that the website offers.

b. Silent membership: Members can choose to set their membership status to "silent". The membership remains valid and all data is retained but the member profile will not be visible on the website (instead a message is displayed that the profile is not currently active) and not listed in member search results. This allows members to keep their profiles and membership during periods where they cannot actively participate in the network. Silent members will not receive any e-mail notifications, except for login reminders at regular intervals. They do not have a vote in community decisions. A silent membership can be changed back into an active membership at any time. The frequency of allowed switches between silent and active membership is limited.

c. Inactive membership: Active members who do not log in to BeWelcome for 12 months are set to "inactive" until they log in again. The membership remains intact and all data is kept but the profile may not be listed in default member search results. Inactive members will receive a log-in reminder at the time the profile is set to inactive. At log-in membership will become active automatically again.

Membership is indefinite which means that it is valid until canceled (see section "6. Cancellation of membership").

2. REGISTRATION

At registration, you are required to provide accurate, up-to-date and complete data about yourself in all fields of the registration form ("mandatory data"). This data has to be kept accurate and up-to-date at all times during your membership. This is especially important with respect to your e-mail address, since this is the primary way in which we communicate with you about your account.

As part of the registration process you will be asked to set a password that has to comply with our password security requirements. It is your responsibility to keep this password confidential. If you find out that your password or account is being used by somebody else without your consent, you agree to change your password . Should you discover any other breach of security, please contact us without delay.

3. PRIVACY

We have a Privacy Policy to inform you about which data BeWelcome collects and how your content and data is used. We encourage you to read the Privacy Policy and use it to make informed decisions regarding the privacy options we offer.

4. CONDUCT

You agree to use BeWelcome for its designated purposes - hospitality and cultural exchange -, and to contribute to furthering these ideas in a strictly non-commercial way, free of charge. This also means that you should not do anything illegal or disruptive by using BeWelcome. We trust you already have a good idea of what this means, but here are some examples of what you agree NOT to do on BeWelcome:

- (a) provide any information to BeWelcome that is false or misleading
- (b) violate the rights of any third party
- (c) attack or defame other people or groups of people
- (d) molest, mob, stalk, harass, threaten, or intimidate any other user of our services, including volunteers and volunteer teams
- (e) post content that is threatening, contains graphic violence, or incites or glorifies violence or harm against self or others
- (f) collect or store any information you obtain through our services for any unauthorized purpose
- (g) use our services for any commercial purpose, especially for the distribution of commercial messages or advertisements

- (h) use our services for the purpose of finding sexual partners
- (i) post pornographic or sexually explicit content or images showing genitalia
- (j) use our services for unsolicited private messages with no connection to the purpose of BeWelcome. This includes unsolicited invitations.
- (k) use our services to collect donations for any other entity than BeVolunteer
- (l) assist any third party in doing any of the foregoing

BeWelcome reserves the right to block you from participating in selected areas of the website or to cancel your membership/delete your account in cases of violations of these regulations (see sections 6. "Cancellation of membership" and "7. Handling of violations" for further details).

5. CONTENT

COPYRIGHT AND CONTENT LICENSE:

Content that you own remains in your ownership when you post it on BeWelcome and you can control how it is shared through your visibility settings and preferences (read our Privacy Policy for more information). You are responsible for all the content you upload, copy, distribute and display using our services. For content that is protected by copyright you must be the copyright owner or have the consent of the copyright owner to use it that way.

For the limited purpose of providing the service, you give BeWelcome a license to use, host, store, copy, distribute and display the content you upload to the BeWelcome website, subject to your privacy settings. BeWelcome cannot use your content for any other purposes - like promotion material or newspaper articles - unless you explicitly give your consent to that use (if such a possibility arises, we will ask you). BeWelcome cannot and will not use your content for any commercial purpose.

When you post content on BeWelcome, you participate in a community. If you choose to delete your profile, some of your content will remain in the system. Including but not limited to, private messages you've sent to other people, group and forum posts, wiki contributions, profile comments, activities, and suggestions.

Other content, including your profile, photos, and blogs, we will delete upon request. We will make every reasonable effort to delete this content in a timely manner. The license granted above expires upon deletion.

6. CANCELLATION OF MEMBERSHIP

BeWelcome reserves the right to refuse or cancel your membership for the following reasons:

- (a) Requirements for membership are not fulfilled (physical person, at least 18).
- (b) Mandatory data is false or not complete.
- (c) E-mail address is not confirmed.
- (d) Other violation of the Terms of Use.
- (e) Any behavior which is not in line with section 4. "Conduct" of these terms or which endangers or harms BW members.

BeWelcome also reserves the right to cancel a membership for other reasons upon unanimous recommendation of the Safety Team.

In all cases where the membership was cancelled by BeWelcome, the former member can appeal to the Board of Directors of BeVolunteer.

You may cancel your membership yourself at any time.

When a membership is cancelled, your profile, gallery, blog posts, and trips will be made invisible for other members. Your community contributions - that is, contents that you shared with others during your membership (for example but not limited to: in the BeWelcome forum and groups, the wiki pages, the comments you left on other peoples profiles, in the gallery, in activities or in groups, the activities you created, and the suggestions you made) - will remain visible.

For safety reasons and as required by the French authorities, removed data and content may be kept for up to twelve months. After that it may persist in backup copies. However, once you remove your data and content, it will no longer be visible. In case of a cancellation as a result of serious abuse, BeWelcome reserves the right to store information for an indefinite time to prevent the abuser from creating a new account.

Registering a new account within twelve months after cancellation is not allowed. Should you wish to come back to BeWelcome within twelve months after cancellation of your account, please contact us to reactivate your previous account and membership. After this 12-month period you will have to create a new account if you wish to become a member again.

If the account was cancelled as a result of serious abuse, BeWelcome reserves the right to ban the account permanently.

7. HANDLING OF VIOLATIONS

In the handling of violations of these terms, a difference is made between valid and invalid accounts:

(a) Invalid accounts: Accounts with incomplete mandatory data, invalid e-mail address, not fulfilling the minimum requirements for membership, or solely created for the purpose of spam or abuse. These accounts will be deleted without warning and notification.

(b) Valid accounts: All other accounts. In cases of violations which affect or may affect the safety of the members, accounts may be blocked or deleted without warning. A notification will be issued to the affected member including information how to appeal this decision. In all other cases, members will receive a warning and request to comply with these terms. In cases of repeated violations, members may be temporarily or permanently blocked from participating in selected areas of the website, or membership may be cancelled completely. A notification will be issued to the account registrant including information on how to appeal this decision.

8. LIABILITY

We provide a platform for registered members to offer and find private hospitality, to arrange cultural exchange and to plan their travels.

Unfortunately, we cannot guarantee that our services will always meet your expectations and that they are 100% accurate, reliable at all times, error-free, uninterrupted, and fast. All services are provided on an "as is" and "as available" basis. You exempt us herewith from any claims or liabilities whatsoever arising from or in connection with our services. BeVolunteer reserves the right to modify, suspend or discontinue the services at its sole discretion at any time and without prior notice. You agree that BeVolunteer is not and will not be held liable for any modification, suspension, or discontinuance of its services.

BeVolunteer and BeWelcome cannot be held liable for any activities created by members of our service. In case of a dispute between members, we shall not be liable nor held responsible. If you interact with someone through our services who you feel is acting or has acted inappropriately, please immediately report such person to the appropriate authorities and to us by contacting us through the contact form.

Please note that, although we encourage you to report misconduct, we are not responsible or liable for our members actions and we are not obligated to take any action.

You agree to defend, indemnify, and hold harmless BeWelcome and BeVolunteer, its directors and volunteers, from and against any claims, liabilities, damages, losses, and expenses, including, but not limited to, reasonable legal and expert fees, arising out of or in any way connected with your access to or use of the services, or your violation of these terms.

9. LITIGATION

Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the Tribunal de Grande Instance of Rennes, France. You also agree the these terms are only governed by the French law.

These terms constitute the entire agreement between BeWelcome and the legal organization behind it, BeVolunteer, and you with respect to your use of our services. For informational purposes we may produce derived versions such as summaries, explanations or translations, but in all cases the authoritative version remains the official English version.

Failure of BeWelcome or BeVolunteer to enforce any right or provision in these terms shall not constitute a waiver of such right or provision.

If a court should find that one or more provisions contained in these terms are invalid, you agree that the remainder of the terms shall remain enforceable.

BeVolunteer reserves the right to amend these terms as seen appropriate but will inform all members of the changes by e-mail and by publication on the website at least 30 days before they take effect.