

## SYLLOGI TERMS OF USE

BY ACCESSING, VIEWING OR USING THIS WEBSITE ("Site" or "Platform"), OR ANY DATA OR WORK THEREIN, YOU AGREE TO THE TERMS OF THIS LICENSE AGREEMENT ("Agreement") WITH Terra Cognita, LLC, D.B.A. "Syllogi". YOUR ("You" or "Your") CONTINUED ACCEPTANCE OF AND COMPLIANCE WITH THE TERMS OF THIS AGREEMENT ARE A CONDITION PRECEDENT TO YOUR RIGHT TO ACCESS OR USE THE SITE, OR ANY PORTIONS THEREOF. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, PLEASE DO NOT ACCESS, VIEW OR USE THE SITE, AND EXIT NOW. BY ACCESSING, VIEWING OR USING THIS SITE, YOU SIGNIFY THAT YOU ARE EIGHTEEN YEARS OF AGE OR OLDER, AND ARE AUTHORIZED TO ENTER INTO THIS CONTRACT.

**1. Site License.** Syllogi is a virtual marketplace that connects planners ("Planners" or "Syllogists"), who provide freelance travel planning services (the "Services"), and site users ("Clients" or "Travellers"), and provides travel advice and other travel planning information. Syllogi charges Planners a subscription in exchange for a storefront from which Planners can market themselves and connect to potential clients. Syllogi allows those Planners to set a rate and charge clients for services provided; Syllogi charges an administrative fee and applicable taxes for each services transaction. Syllogi also provides a subscription for "Insider" members ("Insiders") to access and participate within the Syllogi Intel Community. Planners are independent contractors, not Syllogi employees, and You use the marketplace at your own risk. In consideration of Your accessing the Site, Your compliance with the terms of this Agreement is a condition precedent to Syllogi's license grant. Syllogi grants You a non-exclusive, non-transferrable and limited license to access and use the Site only for Your personal use, and subject to all terms and conditions of this Agreement. You specifically may not provide access to the Site, or any portions thereof, either directly or indirectly, to any third party. Except as expressly permitted herein, You may not copy, reproduce, rent, lease, sell, modify, alter, commercially exploit, transmit, distribute, reverse engineer, create any derivative works or maintain any archive of the Site, or any portions thereof.

**2. Fees and Secure Payment.** Syllogi has partnered with Stripe, <https://stripe.com/>, to enable You to safely and securely make payments for services purchased through this Site. Your use of this provider is solely at your own risk and Syllogi disclaims all liability for any transactions entered into through this third-party provider. For an explanation of how Stripe works, please refer to the platform's website and consult Stripe's privacy policy regarding its use of Your cardholder data and personally identifiable information (PII), <https://stripe.com/privacy>.

**3. Subscriptions.** Subscriptions are renewed automatically for the time period that the Planner or Insider selects. Once a subscription payment has been processed, there will be no refunds or partial refunds issued (either monthly or in full). However, a Planner (or Insider) can cancel their membership and delete their profile at any time. Any paid subscription will have access to the site until the paid subscription period terminates. If a membership lapses without payment, a Planner's (or Insider's) account will be suspended until the subscription is reactivated with payment. After one year of an inactive subscription, the account and information will be deleted.

**4. Completion of Work, Ratings, and Payments.** Planners accept work assignments from Travellers, and will agree on a reasonable estimate of time in which that specified work should be completed. Once an assignment has been requested, a Traveller can cancel that request up until the assignment has been formally accepted by the Planner. The Planner will have 48 hours to accept such an assignment request. If the assignment is declined or is not accepted during that time period, a Traveller's payment method will not be charged.

At the time of the work request, a Traveller and Planner will agree on a payment amount and Traveller's payment method will be debited for the work assignment. Syllogi's payment processor will hold funds until the Planner marks the work as complete. At that time, both the Planner and Traveller will be prompted to issue a rating. Both parties have up to 48 hours from the project's completion to issue such a rating before final payment is issued to the Planner. A low rating may trigger a manual review of the work delivered. Syllogi reserves the right to request and examine any relevant communications and materials shared between the parties involved during such manual review. Any reviews submitted after 48 hours from the time a project is marked as complete may not be considered for manual review or other adjustments.

5. Proprietary Rights. You agree that all right, title and interest (including all trademarks, service marks and other intellectual property rights) in and to the Site, belongs exclusively to Syllogi or, where applicable, third parties. Syllogi has created the text, visual images, audio files and other original content, or otherwise licensed the copyright rights to use the content appearing on the Site, and You agree to ensure that all marks, notices or legends pertaining to the origin, identity or ownership of the Site, or any portions thereof, shall remain intact and clearly legible on any copy of the Site's content.

6. User-Generated Content. By uploading any content to the Site, ("User Content"), You are automatically granting the Company a perpetual, royalty-free, non-exclusive, unrestricted, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, distribute, perform or display such User Content, in whole or in part, in any form, media or technology now known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes, and to sublicense such rights to others (collectively, "Rights").

7. Takedown of Third- Party Content. We respect your content ownership rights. Your use of and access to the Site signifies your agreement to respect the ownership rights of other users. We will respond to all take-down notices of alleged copyright violations that are in compliance with applicable law. A proper take-down notice under the Digital Millennium Copyright Act will include the following: (i) the signature of a person authorized to issue the take-down notice; (ii) identification of the copyrighted work at issue; (iii) identification of the material that is allegedly infringing upon the copyrighted work; (iv) contact information for the complaining party; (v) good faith statement of the complaining party; and (vi) a statement attesting to the accuracy of the information provided under penalty of perjury. We reserve the right to remove content that allegedly infringes on the ownership rights of other users without notice and within our discretion. If it is determined that you have repeatedly infringed upon the ownership rights of others, your account will be terminated. To submit a copyright complaint or concern, please send an email to [elliott@thecontentlawyer.com](mailto:elliott@thecontentlawyer.com).

8. User Conduct and Content. You are responsible for all User Content that you post or store on the platform, and do so at your own risk. You represent and warrant that you own, or have rights to post, all of the User Content to the Platform and that you will not upload or post on the Site content that Syllogi believes, in its sole discretion, would: (a) create liability under, or violate, any local, national or international law; (b) contain sexual content or nudity; (c) may denigrate anyone based upon their race, gender, orientation, ethnicity or religion; (d) disclose private or personal information about another person without their written consent; or (e) contains harmful, disruptive or destructive malware, like viruses, or similar methods or technology.

By using or accessing the Site, You agree to be responsible, use good judgment and comply with the user conduct standards in the preceding section. In addition, You agree not to use the platform in a way that could: (a) breach any applicable law or regulation; (b) infringe the rights of any third party; (c) damage the functioning of the platform in any manner; (d) distribute spam; (e) harass or cause discomfort to any Site user; (f) store any information about any other user in an unpermitted way; (g) attempt to break or bypass any Site security or verification measure including, without limitation, sharing passwords; or (h) help any third party perform the preceding forbidden acts.

Syllogi, in its sole discretion, may suspend or terminate Platform access for violations of the Terms of Use. In the event of such suspension or termination, Syllogi, in its sole discretion, may elect not to refund any paid subscription, or portion thereof.

9. Suggestions. We welcome your suggestions, feedback and questions about Syllogi, the Site and our Services ("Suggestions"). By providing a Suggestion, You agree that it is not confidential and becomes the sole property of Syllogi, without any obligation to provide any acknowledgement or compensation to You.

10. Warranty Disclaimer. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS, AND PROVIDERS OF TRAVEL SERVICES THROUGH THE PLATFORM. SYLLOGI IS MERELY AN INTERMEDIARY AND WAIVES ANY

LIABILITY FOR ANY INTERACTIONS BETWEEN SITE USERS AND PLANNERS. YOU AGREE TO RELEASE SYLLOGI FROM ANY DEMANDS, CLAIMS AND DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED TO ANY DISPUTE. SYLLOGI RESERVES THE RIGHT TO MONITOR INTERACTIONS BETWEEN YOU AND OTHER SITE USERS, AND PLANNERS. USERS ALONE ARE RESPONSIBLE FOR ANY INFORMATION COMMUNICATED THROUGH, OR FUTHER TO, THE SITE. ANY INFORMATION COMMUNICATED BETWEEN USERS SHALL IN NO WAY BIND SYLLOGI, AND SYLLOGI SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SHARED INFORMATION.

THE SITE, AND ANY PORTIONS THEREOF, INCLUDING ANY LINKS TO THIRD PARTIES, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. SYLLOGI AND ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, CONTRIBUTORS AND THIRD-PARTY PROVIDERS (THE "SYLLOGI RELATED PARTIES") DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS CONCERNING THE SITE, AND SPECIFICALLY DISCLAIM ANY WARRANTY OR REPRESENTATION CONCERNING THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, OR FUNCTIONALITY OF THE SITE. MOREOVER, SYLLOGI AND THE SYLLOGI RELATED PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND/OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE SITE. SYLLOGI AND THE SYLLOGI RELATED PARTIES ALSO DO NOT WARRANT THE SITE TO BE FREE OF ANY ERROR OR DEFECT. YOU: (1) ASSUME THE ENTIRE RISK AS TO THE SUITABILITY, USE, RESULTS OF USE, PERFORMANCE, ACCURACY, COMPLETENESS, CURRENTNESS AND PERFORMANCE OF THE SITE, AND ANY INFORMATION PROVIDED BY PLANNERS; (2) WAIVE ANY CLAIM OF DETRIMENTAL RELIANCE UPON THE SITE, OR ANY INFORMATION PROVIDED BY PLANNERS; AND (3) WAIVE ANY CLAIM BASED UPON THE ACCURACY, COMPLETENESS AND CURRENTNESS OF THE SITE, OR ANY INFORMATION PROVIDED BY PLANNERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES SPECIFICALLY WAIVE ANY AND ALL RIGHTS UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT ("UCITA").

11. Limitation of Liability. YOUR SOLE AND EXCLUSIVE REMEDY, AND SYLLOGI'S AND THE SYLLOGI RELATED PARTIES' ENTIRE LIABILITY HEREUNDER, SHALL NOT EXCEED TWO HUNDRED US DOLLARS. IN NO EVENT SHALL SYLLOGI AND/OR THE SYLLOGI RELATED PARTIES HAVE ANY LIABILITY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF ANY INACCURACY OR DEFECT IN THE SITE, OR ANY PORTIONS THEREOF, OR ANY INFORMATION PROVIDED BY PLANNERS, OR YOUR USE OF OR INABILITY TO USE A PARTICULAR SITE PORTION OR LINK, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SYLLOGI OR THE SYLLOGI RELATED PARTIES BE LIABLE FOR ANY SUCH DAMAGES.

12. No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of Syllogi and You, and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

13. Indemnification. You hereby agree to indemnify and hold harmless Syllogi and the Syllogi Related Parties from all claims, liabilities, damages and expenses (including attorneys' fees and court costs) arising out of or relating to Your use of the Site, or any information provided by a Planner, and/or Your breach or alleged breach of this Agreement.

14. Termination or Modification of Service. Syllogi may change, suspend, or discontinue any aspect of the Site at any time, including the availability of any Site feature, database, link or content. Syllogi may also impose limits on certain features and services or restrict your access to parts or the entire Site without notice or liability at any time in Syllogi's exclusive discretion, without prejudice to any legal or equitable remedies available to Syllogi, for any reason or purpose, including, but not limited to, conduct that Syllogi believes violates these Terms of Use or other policies or guideline posted on the Site or conduct which Syllogi believes is harmful to other customers, to Syllogi's business, or to other related parties. Upon any termination of this Agreement, you shall immediately discontinue your use of and access to the Site and destroy all materials obtained from it.

15. Linking. You may link to the Site, except through the process of framing or other distortion or obscuring of Syllogi's content, branding or other intellectual property information. SYLLOGI ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENTS OF ITS SITE OR THE PROVISION OF SERVICES, INCLUDING CONTENTS THAT ARE

REFERENCED BY OR LINKED TO THIRD PARTY SITES, OR ANY PLANNER INFORMATION PROVIDED HEREIN. SYLLOGI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND FOR THE CONTENTS OF ITS SITE, ANY THIRD- PARTY SITE OR PLANNER OR OTHER INFORMATION.

16. Privacy. Syllogi is firmly committed to Your privacy and restricts its information gathering and dissemination practices for the Site. Please review our privacy policy, [www.syllogi.co/terms\\_of\\_service](http://www.syllogi.co/terms_of_service) regarding the information collected through Your use of the Site.

## GENERAL

17.1 Governing Law & Forum. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, not including its conflict of laws principles. You irrevocable agree that any action by You arising under or related to this Agreement shall be initiated and maintained in the relevant state or federal court with jurisdiction closest to Washington, DC, and you hereby submit to the personal jurisdiction in such forum for any such action. Any action by You relating to the Site must be initiated within one (1) year after the cause of action arose.

17.2 Injunctive Relief. You agree that legal remedies alone provide inadequate protection of the Site and its contents, and the intellectual property rights embodied therein, and that in addition to other relief, Syllogi and/or the Syllogi Related Parties may seek temporary or permanent injunctions to enforce their rights, and You hereby waive the requirement of any bond.

17.3 Changes. Syllogi reserves the right to modify the provisions of this Agreement by posting a revised version of this Agreement on the Site with a prominent indicator showing that the Agreement has been changed. Any modified Agreement shall be effective from the date such Agreement is posted, and Your continued use of the Site after that date constitutes acceptance of the modified Agreement.

17.4 Severability. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement on future occasions. Headings and subheadings are for purposes of reference and convenience and have no substantive effect.

17.5 Entire Agreement. This Agreement: (1) constitutes the complete and exclusive agreement among the parties with respect to use of the Site, or any portion thereof, and any Planner information provided hereunder; and (2) supersedes all other communications, representations, statements and understandings, whether oral or written, among the parties concerning its subject matter.

**Last Updated: 15 November 2022**