

OnZoom Terms of Use

Last Updated: October 13, 2020

Welcome to the Zoom Video Communications, Inc.'s ("Zoom", "we", "us", or "our") beta release of the OnZoom event directory. By accessing or using the OnZoom event directory or any of OnZoom's associated products, websites and services (collectively, the "Events Platform"), you agree to be bound by these OnZoom Terms of Use ("Terms"), and the [Zoom Terms of Service](#) (including, without limitation, its provisions regarding limitation of liability, indemnification, governing law, dispute resolution and arbitration), [Zoom Community Standards](#), [OnZoom Privacy Statement](#), and other rules and policies set forth on or applicable to the Events Platform, all of which are hereby incorporated by reference. For clarity, these Terms do not apply to Zoom meetings which are not created, organized, hosted, posted, or managed using the Events Platform or listed in the OnZoom events directory. In the event of a conflict or inconsistency between these Terms and any other terms, rules or policies applicable to your use of the Events Platform, these Terms shall control with respect to your access to or use of the Events Platform. If you are accepting these Terms on behalf of an entity, you represent and warrant to us that you have the authority to do so (and for clarity, all other references to "you" in these terms refer to such entity).

1. Access and Scope of Services

- 1.1. **Event Services.** The Events Platform allows for event hosts ("Hosts") to create, organize, host, promote, manage, and list online events, performances, gatherings, or similar functions, or a series thereof on the Events Platform ("Event" or "Events"), for Event attendees ("Attendees") to purchase tickets to and attend such Events, and for Hosts and Attendees to interact on or through the Events Platform. You and any other Host, Attendee, or other user of the Events Platform may each be referred to individually in these Terms as a "User" and collectively as "Users."
- 1.2. **Access and Eligibility.** To access the Events Platform you must be a United States resident, have a Zoom account, and, if applicable, approval of the Owner or Admin (as described [here](#)) of your Zoom account to use the Events Platform. To be a Host, you must be approved by Zoom to host Events and have a paid Zoom account.
- 1.3. **Independent Relationship.** If you choose to use the Events Platform as a Host, your relationship with Zoom is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer, franchisee, sales representative, or partner of Zoom for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Zoom. Zoom does not, and shall not be deemed to, direct or control you generally or your performance under these Terms or use of the Events Platform.
- 1.4. **No Guarantee of Availability.** Zoom does not guarantee the uninterrupted availability or accessibility of the Events Platform. Zoom may terminate or restrict the availability of all or part of the Events Platform or certain features thereof without notice at any time and for any reason, including to protect the security or integrity of the Events Platform, our servers, or to carry out maintenance for the Events Platform. Zoom may, in its sole discretion,

discontinue the Events Platform or any portion or feature thereof or modify the features of the Events Platform from time to time without prior notice.

- 1.5. **Third-Party Links.** The Events Platform may contain links to third-party websites or resources (“Third-Party Services”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Zoom is not responsible or liable for the availability or accuracy of such Third-Party Services, the content, products, or services available from such Third-Party Services, or their privacy practices. Links to such Third-Party Services are not an endorsement by Zoom of such Third-Party Services and use of such Third-Party Services is at your own risk.
- 1.6. **Your responsibility for bystanders.** Before using the Events Platform, you are responsible for telling anyone within range of your device’s camera or microphone, including members of your household and guests, that they may be seen and heard by Users and others at their location. If you permit any minors to be within range of your device’s camera or microphone during an Event, you consent on their behalf, to the fullest extent permitted by law, to these Terms and the [OnZoom Privacy Statement](#). You agree to indemnify Zoom, to the fullest extent permitted by law against all claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees or costs) that Zoom may incur in connection with any claim brought by anyone within range of your device’s camera or microphone during an Event, whether adults or minors, that seeks to impose liability on Zoom for actions authorized by these Terms, the Zoom Terms of Service, the [Zoom Community Standards](#), or the [OnZoom Privacy Statement](#).
- 1.7. **Modification of Terms.** Zoom may elect to change or supplement these Terms from time to time at its sole discretion. Zoom will exercise commercially reasonable efforts to provide notice to you of any material changes to these Terms. Within ten (10) calendar days of posting changes to these Terms (or ten (10) calendar days from the date of notice, if such notice is provided), they will be binding on you. If you do not agree with the changes, you should discontinue using the Events Platform. If you continue using the Events Platform after such ten (10) day period, you will be deemed to have accepted the changes to the terms of these Terms.

2. User Content

- 2.1. **User Content.** All content, such as information, data, images, video, audio, material, and/or graphics, set forth on or distributed through the Events Platform by a User, including Event listings and live Events, is known as “User Content.”
- 2.2. **Restrictions on User Content.** You are solely responsible for your User Content and compliance with all laws pertaining to your User Content, including, but not limited to, laws requiring you to obtain licenses to use content owned by others, consent of a third-party to use the User Content, and to provide appropriate notices of third-party rights. You further agree not to transmit any music in connection with your use of the Events Platform unless you own and/or have obtained a license to all necessary rights in the music included in your User Content, (i.e., you wrote, performed, and recorded all music and lyrics yourself, or you have obtained and paid for licenses from all rightsholders), or the music is in the public domain. You also agree not to post, upload, publish, submit or

transmit any User Content that violates the [Zoom Community Standards](#) or any other Zoom terms, standards, or policies applicable to the Events Platform.

- 2.3. **Zoom Use of User Content.** By creating, uploading, posting, sending, receiving, storing, or otherwise making available any User Content on or through the Events Platform, you grant to Zoom a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to access, use, moderate, edit, view, analyze, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner (including for promotional purposes) such User Content in connection with the Events Platform in a manner consistent with these Terms and the [OnZoom Privacy Statement](#) and otherwise at Zoom's sole discretion. Except as stated herein, Zoom does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your User Content.
- 2.4. **Removal of User Content.** Zoom may, in its sole discretion and without prior notice or liability to you, modify, remove, cancel, terminate, or disable any User Content, including Event listings or live Events as they are occurring, that Zoom determines, in its sole discretion (including based on User reports), to be in violation of applicable law, these Terms, or Zoom's policies or standards, or that otherwise may be harmful or objectionable to Zoom, its Users, or third parties, or to comply with applicable law or a court order.

3. Use of the Events Platform

- 3.1. **Event Listings.** When creating an Event listing through the Events Platform you must: (1) provide complete and accurate information about your Event; (2) disclose any restrictions and requirements that may apply (such as proficiency, equipment, fitness requirements, etc.); and (3) provide any other pertinent information requested by Zoom. Hosts are solely responsible for their Event listings. For clarity, any restrictions contained in the Zoom Terms of Service that prohibit you from generating income from the Services do not apply to Events that you list on the Events Platform in accordance with these Terms.
- 3.2. **Event Tickets.** When Users offer, sell, or buy tickets to an Event, including free tickets, they are entering into a contract directly with each other. Zoom is not and does not become a party to or other participant in any contractual relationship between Users, and Zoom is not acting as an agent for any User. Hosts are solely responsible for setting ticket prices for their Events. Zoom may limit, in its sole discretion, the number of tickets a Host may sell or provide for any given Event. Each ticket is a unique link that provides access to an Event for one User ("Ticket Link"). You may purchase tickets on behalf of others and share the Ticket Link with them, but to use the Ticket Link they must meet the requirements of Section 1.2 (Access and Eligibility). You are solely responsible for sharing or not sharing any such Ticket Links and acknowledge that neither Zoom nor the Event Host shall be liable for the use of a Ticket Link that you have shared.
- 3.3. **Agreement to Provide the Event.** As a Host, when you sell a ticket to your Event, you are entering into a legally binding agreement with the Attendee and are required to provide your Event to the Attendee as described in your Event listing when the ticket was sold. Hosts are solely responsible for providing customer support for their Events.

- 3.4. **Use of Attendee Information.** Hosts agree to: (1) only collect and use Attendee information and data that is necessary to provide the Event for the applicable Attendee; and (2) collect, use, maintain, and transmit all Attendee information or data in compliance with all applicable laws and regulations and their own applicable privacy policies.
- 3.5. **Compliance with Laws and Regulations:** Your use of the Events Platform must be in compliance with all applicable laws and regulations.
- 3.6. **Prohibit Uses.** In connection with your use of the Events Platform, you will not and will not assist or enable others to:
 - 3.6.1. breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, these Terms, the [Zoom Community Standards](#), the Zoom Terms of Service, or other applicable policies or rules;
 - 3.6.2. promote or further any criminal activity or provide instructional information about illegal activities;
 - 3.6.3. use the Events Platform in a way that is deceptive, fraudulent, false, or misleading;
 - 3.6.4. list or host Events directed or marketed towards individuals under the age of 16;
 - 3.6.5. use the Events Platform for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Zoom endorsement, approval, partnership, or otherwise misleads others as to your relationship with Zoom;
 - 3.6.6. copy, retain, or otherwise access or use any information, including personal data about any other User in any way that is inconsistent with these Terms or your own applicable privacy policies or that otherwise violates the privacy rights of Users or third parties or applicable law;
 - 3.6.7. impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity;
 - 3.6.8. use the Events Platform, or information obtained in connection with the Events Platform, in connection with the distribution of unsolicited commercial messages, including “spam” or other forms of solicitation;
 - 3.6.9. use the Events Platform to circumvent any Service Fees or sell tickets or registrations to Events independent of the Events Platform;
 - 3.6.10. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
 - 3.6.11. threaten, exploit, or otherwise harm children;
 - 3.6.12. infringe, disparage, dilute, tarnish or otherwise harm Zoom or any Zoom brand in any way;
 - 3.6.13. act in a way that adversely affects, or could adversely affect the performance, security, or proper functioning of the Events Platform;
 - 3.6.14. scrape, crawl, or use other automated means or processes to access, collect data or other content from the Events Platform;

- 3.6.15. copy, modify, translate, localize, port or create derivatives of any part of the Events Platform;
- 3.6.16. reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Events Platform;
- 3.6.17. rent, lease, resell, distribute, use the Events Platform for other commercial purposes not allowed by these Terms or otherwise exploit the Events Platform in any unauthorized manner;
- 3.6.18. use the Events Platform to resell tickets, sell physical goods, administer raffles, sweepstakes, contests or games of chance of any nature, engage in wagering transactions, or otherwise facilitate the sale of anything other than a ticket for your own Event; or
- 3.6.19. use the Events Platform in a way that, in Zoom's sole discretion, is objectionable or which restricts or inhibits any other person from using or enjoying the Events Platform, or which may expose Zoom or any Users to harm or liability of any type.

3.7. **Monitoring.** You acknowledge that the Events Platform features enable Hosts to report inappropriate behavior during Events to Zoom's Trust & Safety team for review, and that such features enable Hosts to take screenshots of any activity they can see during Events and submit them to Zoom with such reports. While Zoom does not otherwise monitor the contents of any video, audio, or chat communications among Hosts and/or Attendees during Events, we reserve the right, but not the obligation, to monitor and review Event listings, Event reviews and other User Content, as well as any User reports of inappropriate behavior during Events, as we believe necessary or appropriate to:

- 3.7.1. monitor compliance with and enforce these Terms and other terms, rules or policies applicable to your use of the Events Platform;
- 3.7.2. detect, prevent, or otherwise address fraud, harmful, unauthorized or illegal activity, including security incidents;
- 3.7.3. protect against harm to the safety, rights or property of Users, Zoom or others; or
- 3.7.4. satisfy any applicable law, regulation, or valid legal process including from law enforcement or other governmental bodies.

Zoom further reserves the right to disclose any such User Content and other information to law enforcement or others as we believe reasonably necessary for the foregoing purposes. Users also agree to provide Zoom with such cooperation and information and take such actions Zoom may reasonably request relating to any investigation undertaken by Zoom or its representatives regarding the use of the Events Platform or compliance with these Terms.

4. **Payment Terms, Fees and Taxes**

- 4.1. **Zoom Service Fees.** Zoom may charge fees to Users ("Service Fees") for the use of the Events Platform, which may include transaction fees when Users buy or sell tickets or registrations. Service Fees may include certain other charges, including without limitation, facility fees, royalties, taxes, processing fees, and/or fulfillment fees. You are responsible

for paying any Service Fees that you owe to Zoom and Service Fees are non-refundable, including if an event is canceled by Zoom or the Host. Zoom reserves the right to change Service Fees at any time without prior notice.

- 4.2. **Third-Party Payment Processing and Fees.** Payment processing for the Events Platform, including for transactions between Hosts and ticket purchasers and collecting donations, will be performed by one or more third-party payment processors. Hosts must connect an eligible payment account with the payment processor to create Events with paid tickets. Your use of a payment processor will be subject to additional terms and conditions between you and the payment processor, which may include transaction fees. Zoom is not responsible or liable for a payment processor's performance or any actions taken by a payment processor including without limitation, declining your transaction, holding your funds, or requesting additional information from you. Zoom merely facilitates such transactions by collecting information from Users necessary to enable the payment processing and submitting it to the applicable payment processor.
- 4.3. **Taxes.** Zoom will add to the ticket price any applicable transaction-based taxes or fees that are required to be collected from the ticket purchaser and remitted to any taxing or regulatory authorities, consistent with applicable law, related to the sale of tickets or registrations to your Event. Zoom will be responsible for the remittance and filing of any tax returns for the taxes and fees so collected. You are required to provide us with any information we request to calculate such taxes and fees. Failure to provide valid documentation upon request may result in the suspension or removal of your access to or use of the Events Platform.

5. Refunds and Cancellations

- 5.1. **Refunds and Cancellations by Users.** Because all transactions are between a Host and the respective ticket purchasers, Zoom is not responsible or liable for providing refunds for purchased tickets. The applicable cancellation policy set by the Host for their Event is posted on the Event listing. If a ticket purchaser or Attendee cancels a purchased ticket or registration in compliance with the applicable cancellation policy, and the cancellation policy allows for refunds, the ticket will be automatically refunded to the ticket purchaser. If a Host cancels an Event, all tickets will be automatically refunded to ticket purchasers. If a ticket purchaser seeks a refund outside of the applicable cancellation policy, the ticket purchaser may contact the Host and request a refund, but, unless otherwise agreed to by the Host or required by applicable law, the Host is not required to provide the refund. The ticket purchaser may also seek a refund as allowed under a third-party payment processor's terms and conditions. Regardless of method, refunds may not be provided more than fourteen (14) days after the completion of an Event, unless otherwise required by law or permitted under the applicable third-party payment processor's rules. In the event that a ticket is refunded (inside or outside the applicable refund period, or if the Event is cancelled by Zoom or the Host), the Host (1) shall not be entitled to receive any reimbursement of the transaction fee charged by the third-party payment processor, and (2) shall not be entitled to receive reimbursement of any Service Fee charged by Zoom. The timing for any refund or reimbursement or for any pre-authorization to be released will vary based on the payment method used and any applicable payment system (e.g., Visa,

MasterCard, etc.) or third-party payment processor rules. Hosts must maintain sufficient funds in their payment account used to transact in connection with the Events Platform to process all refunds and pay all Service Fees and payment processor transaction fees.

- 5.2. **Cancellation by Zoom.** Without limiting any other rights of Zoom herein, including the right to terminate or cancel any Event (including as the Event is occurring), Zoom may also cancel purchased tickets or registrations if Zoom finds, in its sole discretion (1) that the Attendee is in violation of applicable law, these Terms, the [Zoom Terms of Service](#), or Zoom's policies or standards, (2) that Attendee's attendance may be harmful or objectionable to Zoom, its Users, or third parties, or (3) to comply with a court order.

5.2.1. If Zoom cancels an Event, ticket, or registration pursuant to these Terms (i) Hosts may be required to refund ticket purchasers for any tickets or registrations purchased, irrespective of any preexisting cancellation or refund policies, and (ii) Hosts will not be entitled to any compensation for any cancelled events, tickets, or registrations.

6. **Ratings and Reviews**

- 6.1. **Ratings and Reviews.** Following attendance at an Event, Attendees may submit a star rating ("Rating") and/or write a review ("Review") regarding the attended Event. Ratings and Reviews are User Content and reflect the opinions of individual Attendees and do not reflect the opinion of Zoom. Ratings and Reviews are not verified by Zoom for accuracy and may be incorrect or misleading.
- 6.2. **Guidelines for Ratings and Reviews.** Ratings and Reviews must be truthful and accurate and Users may not manipulate the Ratings and Review system, including, but not limited to, by: (1) offering or accepting a monetary or other reward for submitting a Rating or Review; (2) submitting a Rating or Review for their own Event; (3) submitting an inaccurate Rating or Review for a competitor's Event; or (4) instructing or requesting another User to submit a positive or negative Rating or Review about a Host or Event.
- 6.3. **Zoom Use of Ratings and Reviews.** Ratings and Reviews may be displayed on the Events Platform (such as on the Event listing page or Host profile page) in Zoom's sole discretion.

7. **DMCA Request**

If you are a copyright owner or an agent of a copyright owner and you believe that any content on the Events Platform infringes your copyright, you may submit a notice pursuant to the Digital Millennium Copyright Act ("DMCA") by hitting the "Report this listing" button at the bottom of an Event listing or by following the directions provided in Zoom's [DMCA Policy](#).

8. **Feedback**

We welcome and encourage feedback and suggestions ("Feedback") for the Events Platform. Any Feedback you provide will be considered non-confidential and you hereby grant to Zoom a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, non-exclusive license to use and/or incorporate such Feedback into any Zoom product or service (including the Events Platform) at any time at the sole discretion of Zoom.

9. **Privacy**

Privacy Statement and Laws. You agree that we may use personal data of Users and others as described in the [OnZoom Privacy Statement](#). You further agree that your use of the Events Platform will comply with all applicable data protection and privacy laws and regulations and your own applicable privacy policies.

10. **Disclaimers**

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE (TO US AND TO OTHERS) FOR YOUR ACTIVITY ON THE EVENTS PLATFORM. THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE EVENTS PLATFORM AND YOUR HOSTING OF OR PARTICIPATION IN ANY EVENT IS SOLELY AT YOUR OWN RISK. WE DO NOT ASSUME ANY LIABILITY OR MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF, IN CONNECTION WITH OR WITH RESPECT TO ANY USER CONTENT OR EVENTS. YOU ACKNOWLEDGE THAT WE ARE UNDER NO OBLIGATION TO VERIFY THE BACKGROUND OR QUALIFICATIONS OF ANY HOST OR ATTENDEE AND THAT WE DO NOT GUARANTEE ANY EVENT WILL MEET YOUR EXPECTATIONS OR CONFORM TO ITS DESCRIPTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ZOOM OR ITS AFFILIATES BE LIABLE FOR ANY ACT, ERROR OR OMISSION BY ANY THIRD PARTY WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH A USER'S ATTENDANCE, USE OF OR PARTICIPATION IN AN EVENT. YOU ACKNOWLEDGE THAT SOME EVENTS MAY CARRY INHERENT RISK, AND BY PARTICIPATING IN SUCH EVENTS, YOU CHOOSE TO ASSUME THOSE RISKS VOLUNTARILY. YOU ACKNOWLEDGE THAT SOME EVENTS MAY CARRY RISK OF ILLNESS, BODILY INJURY, DISABILITY, DAMAGE TO TANGIBLE PROPERTY, EMOTIONAL DISTRESS OR DEATH AND YOU FREELY AND WILLFULLY ASSUME THOSE RISKS BY CHOOSING TO PARTICIPATE IN THOSE EVENTS. YOU ASSUME FULL RESPONSIBILITY FOR THE CHOICES YOU MAKE BEFORE, DURING AND AFTER YOUR PARTICIPATION IN ANY EVENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ZOOM OR ITS AFFILIATES BE LIABLE FOR ANY CLAIM WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, FOR ILLNESS, BODILY INJURY, DISABILITY, DAMAGE TO TANGIBLE PROPERTY, EMOTIONAL DISTRESS OR DEATH THAT ARISES IN CONNECTION WITH YOUR PARTICIPATION IN AN EVENT.

11. **Termination and Suspension**

- 11.1. **Termination by Zoom.** Zoom may suspend, limit, or terminate your access to or use of the Events Platform at any time, with or without notice, liability or other obligation to you. Additionally, we may terminate these Terms at any time without liability or other obligation to you, in the event (1) we discontinue the Events Platform, (2) we reasonably suspect that you may have violated these Terms, the [Zoom Terms of Service](#), [Zoom Community Standards](#), [OnZoom Privacy Statement](#), and other rules and policies set forth on or applicable to the Events Platform, or (3) your use of the Events Platform is adversely

affecting the performance or operation of the Events Platform or in Zoom's determination negatively affecting Zoom's other products and services or Zoom's reputation or brand.

11.2. **Termination by You.** You may terminate these Terms at any time, for any reason, without notice by: (1) removing all User Content, including cancelling all pending Events, if applicable, and (2) subsequently discontinuing all use of the Events Platform. If applicable, you are solely responsible for requesting and obtaining any eligible refunds from the Host for previously purchased tickets or registrations prior to terminating. Any new or continued use of the Events Platform, including attendance at an Event, will be subject to these Terms. In the event your Zoom account is terminated or closed, these Terms and your use of the Events Platform shall terminate automatically.

11.3. **Effect of Termination.** Termination of these Terms does not automatically terminate any other Agreement you may have with Zoom, including the [Zoom Terms of Service](#). Sections 1.3 through 1.6, 2, 3.2 through 3.7, 4 (with respect to purchases made prior to termination), 5 (for refunds requested, or in the case of Hosts, events posted, prior to termination) and 5.2.1 through 12 will survive any termination. Upon termination of these Terms, you shall cease use of the Events Platform.

12. General Provisions

12.1. **Assignment.** You may not assign these Terms, whether by operation of law, change of control, merger, asset sale, or otherwise, without Zoom's prior written consent. Zoom may assign or transfer these Terms, at its sole discretion, without restriction.

12.2. **Entire Agreement.** These Terms, the Zoom Terms of Service, and any documents incorporated into these Terms by reference, constitute the entire agreement between you and us regarding the Events Platform and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms.

12.3. **No Waiver.** No failure by Zoom to enforce any of its rights related to the Events Platform or to a breach of these Terms in a particular situation will act as a waiver of such rights.

12.4. **No Third-Party Beneficiaries.** Except as expressly stated in these Terms, no person or entity not a party to these Terms will be deemed to be a third-party beneficiary of any provision hereof.