

# Terms and Conditions

The following terms and conditions govern all use of the [Agenda.com](#) and [community](#) website and all content, services, software, and products available at or through the website, including, but not limited to, the [Agenda.com](#) main website, Agenda Community Software, Agenda Community Forums and the Agenda Hosting service ("Hosting"), (taken together, the Website), as well as the Agenda application for desktop and mobile devices ("App").

The Website and App are owned and operated by Momenta B.V. ("Momenta"). The Website and App are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, [http://agenda.community's Privacy Policy](#) and [Community Guidelines](#)) and procedures that may be published from time to time on this Website by Momenta (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website or the App. By accessing or using any part of the Website or App, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use the App, or any other services provided by Momenta. If these terms and conditions are considered an offer by Momenta, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.

## 1. Your Agenda Account

If you create an account on the Website or from within the App, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account. You must immediately notify Momenta of any unauthorized uses of your account or any other breaches of security. Momenta will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. Your Agenda account is personal, and does not allow to represent a group of individuals or entity without our explicit approval. You will also not share your account credentials with any third party.

## 2. Responsibility of Contributors

If post material to the Website, post links on the Website, share with others material you add to the App, or otherwise make (or allow any third party to make) material available by means of the Website or the App (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party;
- your content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, blogs and web sites, and similar unsolicited promotional methods;
- your content is not named in a manner that misleads your readers into thinking that you are another person or company; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Momena or otherwise.

### 3. User Content License

User contributions to the Website are licensed under a [Creative Commons Attribution-NonCommercial-ShareAlike 3.0 Unported License](#). Without limiting any of those representations or warranties, Momena has the right (though not the obligation) to, in Momena's sole discretion (i) refuse or remove any content that, in Momena's reasonable opinion, violates any Momena policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in Momena's sole discretion. Momena will have no obligation to provide a refund of any amounts previously paid.

## 4. Payment and Renewal

### General Terms

Optional paid services, Premium Features, or upgrades may be available on the Website or from within the App. When utilizing or buying an optional paid service, premium features, or upgrade, you agree to pay Momenta the fees indicated ("Payment"). Some services or features may be charged as a monthly or annual subscription as indicated. For subscriptions Payment will be on a pre-pay basis on the day you begin utilizing the service or upgrade and will cover the use of that service or upgrade for a monthly or annual subscription period as indicated. These fees are not refundable. All fees payable shall be exclusive of any sales, use, withholding, value added or similar taxes, government fees or levies or other assessments which shall be your sole responsibility.

### Automatic Renewal

Unless you notify Momenta before the end of the applicable subscription period that you want to cancel a subscription service or upgrade, your subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Subscriptions can be canceled at any time. If upon renewal Payment cannot be collected we will inform you and give reasonable time to correct and complete the payment process. If after this still no Payment has been received, we will suspend access to the service. Late payments shall be subject to interest charges at the current applicable interest rates (Art. 6:120 Dutch Civil Code).

## 5. Services

### Hosting, Support Services

Optional Hosting and Support services may be provided by Momenta under the terms and conditions for each such service. By signing up for a Hosting/Support or Support services account, you agree to abide by such terms and conditions. Unless optional Support is purchased, Momenta's does not have any support obligations to you with respect to Website and App.

## 6. App Updates

We may offer free updates to the App but we do not guarantee that any other releases of the App will be made available to you free of charge. If you purchase Premium Features for the App you will be able to keep using these free of charge (provide you abide by this Agreement). Along with the current Premium Features you purchase, you will receive any new Premium Features released within the number of months indicated/chosen at the time of purchase (the "Update Period"). We explicitly do not guarantee that additional Premium Features will be provided during the Update Period. Momenta can at its sole discretion decide

to extend your Update Period, for example after successfully referring another user to also purchase Premium Features.

## 7. Responsibility of App Users

Momenta provides the App as-is, disclaims any responsibility for any harm resulting from the use of the App. You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the App or make the App available to any third party.

If you purchase Premium Features you are allowed to use them on up to five desktop and mobile devices, which requires logging in to your Agenda account. Momenta may at its sole discretion increase the number of devices. We may also, at its sole discretion, decide to extend your allowed usage of the App beyond the stated uses and will inform you via Website, App, or by contacting you by email, by phone or in writing.

Unless permitted under applicable law (more specifically, Art. 45 h-n of the Dutch Copyright Act, 'Auteurswet'), fair use rules or under this Agreement, you shall not (and shall not allow any third party to):

- decompile, disassemble, or otherwise reverse engineer the App or Website, or attempt to discover any source code or underlying ideas or algorithms of the App or Website;
- remove any product identification, copyright or other notices embedded within the App;
- modify or create a derivative work of the App (except as otherwise expressly authorized by Momenta in writing);
- remove or export the App in violation of applicable laws or regulations;
- relicense, provide, lease or lend the App to any third party;
- copy the App or Website, or any portion thereof except as permitted under this Agreement; and
- disclose any performance information or analysis (including, without limitation, benchmarks) from any source relating to the App or Website.

The App may make use of third party software components. Notwithstanding the foregoing, use of some third party software components included in the App may be subject to other terms and conditions. The official copyright notices and specific license conditions of such third party software components can be found through the "About" window in the App, or can be emailed to you upon request.

You are free to replace those libraries and resources included in the App that are covered explicitly under a License that allows and gives the conditions for such modification. Documentation on which libraries and resources in the App are covered by such a License and the applicable conditions can be found through the “About” window in the App, or can be emailed to you upon request.

## 8. Responsibility of Website Visitors

Momenta has not reviewed, and cannot review, all of the material, including computer software, posted to the Website or shared through the App, and cannot therefore be responsible for that material’s content, use or effects. By operating the Website, Momenta does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Momenta disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

## 9. Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which <http://agenda.community> links, and that link to <http://agenda.community>. Momenta does not have any control over those non-agenda websites and webpages, and is not responsible for their contents or their use. By linking to a non-agenda website or webpage, Momenta does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Momenta disclaims any responsibility for any harm resulting from your use of non-agenda websites and webpages.

## 10. Copyright Infringement and DMCA Policy

As Momenta asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by our Website violates your copyright, you are encouraged to notify Momenta in accordance with Momenta’s [Digital Millennium Copyright Act \(“DMCA”\) Policy](#). Momenta will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links

to the infringing material. Momenta will terminate a visitor's access to and use of the Website and App if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Momenta or others. In the case of such termination, Momenta will have no obligation to provide a refund of any amounts previously paid to Momenta.

## 11. Intellectual Property

This Agreement does not transfer from Momenta to you any Momenta or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Momenta. Momenta, [agenda.com](https://agenda.com), agenda.community, the Agenda logo, and all other trademarks, service marks, graphics and logos used in connection with the Website or App are trademarks or registered trademarks of Momenta or Momenta's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website or App may be the trademarks of other third parties. Your use of the Website or App grants you no right or license to reproduce or otherwise use any Momenta or third-party trademarks.

## 12. Advertisements

While we currently have no plans to do so, Momenta reserves the right to display advertisements on your Content unless you have purchased an Ad-free Upgrade or a Services account.

## 13. Attribution

Momenta reserves the right to display attribution links such as 'Powered by Agenda', 'Made with Agenda', in your content footer or toolbar. Footer credits and the <https://agenda.community> toolbar may not be removed unless a specifically purchased upgrade or premium feature allows you to do so.

## 14. Changes

Momenta reserves the right, at its sole discretion, to modify or replace any part of this Agreement. If we decide to change our privacy policy, we will post those changes on [this page](#). It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website or App following the posting of any changes to this Agreement constitutes acceptance of those changes. Momenta may also (but does not guarantee), in the future, offer new services and/or features through the Website or App

(including, the release of new tools, features and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## 15. Termination

Momenta may terminate your access to all or any part of the Website or App at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Agenda account (if you have one), you may simply discontinue using the Website and delete the App and all copies thereof. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 16. Disclaimer of Warranties

The Website and App are provided “as is”. Momenta and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Momenta nor its suppliers and licensors, makes any warranty that the Website or App will be error free or that access thereto will be continuous or uninterrupted. If you’re actually reading this, here’s [a treat](#). You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk, including the App.

## 17. Limitation of Liability

In no event will Momenta, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Momenta under this agreement during the twelve (12) month period prior to the cause of action. Momenta shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## 18. General Representation and Warranty

You represent and warrant that (i) your use of the Website and App will be in strict accordance with the Momenta [Privacy Policy](#), [Community Guidelines](#), with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data

exported from the country in which this website resides or the country in which you reside) and (ii) your use of the Website or App will not infringe or misappropriate the intellectual property rights of any third party.

## 19. Indemnification

You agree to indemnify and hold harmless Momena, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website or App, including but not limited to your violation of this Agreement.

## 20. Miscellaneous

This Agreement constitutes the entire agreement between Momena and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Momena, or by the posting by Momena of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website or App will be governed by the laws of The Netherlands, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Amsterdam, The Netherlands. This License Agreement shall not be governed by the UN Convention on contracts for the international sale of goods (CISG). Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Amsterdam, The Netherlands, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Momena may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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Originally adapted from the [WordPress Terms of Service](#).