

# Vivun, Inc. - Online Community Guidelines

## Community Overview:

A Vivun Online Community (“Online Community”) is any virtual space where members have been identified by or invited by Vivun or any member of a Vivun Online Community (“Community Members”).

It is important that Community Members feel that Online Communities are **safe spaces**. As such, by participating all Community Members acknowledge and agree to both these Community Guidelines as well as the Vivun Terms of Service, [Vivun Event Release of Liability, Waiver of Claims, Assumption of Risks, Indemnity for Claims, and Photo/Video Release](#), and the Vivun Privacy Policy.

Vivun enforces the following Online Community Rules, and by joining an Online Community, you agree to adhere to these rules and guidelines or risk permanent removal.

## Online Community Rules:

Participating an Online Community means you’ll be able to publicly post comments, photos, and other content; send messages and other communications to other Community Members, and submit suggestions, ideas, comments, questions, links, media, or other information (collectively we’ll refer to these actions as “Online Content”)

1. **You must be 18 to participate an Online Community.** Sorry, no kids allowed!
2. **Online Content is only permitted when it does not violate these Community Guidelines or the Vivun Terms of Service.** Additionally, Online Content is not permitted where it is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, email addresses, URLs, phone numbers, physical addresses or other forms of contact information, chain letters, mass mailings, or any form of “spam.”

Examples of prohibited Online Content include the following:

- The use of sexualized language or imagery, and making any sexual advances of any kind
- Trolling, insulting or derogatory comments, including personal or political attacks
- Public or private harassment, including discriminatory or prejudicial comments
- Publishing others' private information, such as a physical or email address, without their explicit permission
- The use of any type of harmful link or activity that would be considered illegal
- Other conduct which could reasonably be considered inappropriate in a professional setting

3. **You must be open and honest about who you are and your intentions.** This means that you may not use a false email address, impersonate any person or entity, or otherwise mislead other Community Members as to the origin of who you are or any Online Content you submit.
4. **Your conduct should be guided by common sense and basic etiquette.** Any opinions, advice, statements or other information provided or made available by third parties in the Online Community are, yours, or those of the respective authors and not of Vivun.
5. **You agree that you are responsible for your Online Content.** Your Online Content includes items that you post, submit, or make available to others, and for any consequences thereof. Vivun has the right, but not the obligation, to monitor, edit, to not post and/or to remove any Online Content.
6. **Be professional and respectful to other members.** This means that you will communicate with empathy, give other Community Members the benefit of the doubt, and that you will be mindful of how others want to be addressed. In other words, just be decent. Not every Community Member will agree with one another, nor will you like everyone you meet, that being said, your participation in the Online Community requires you to show a high level of respect for every Community Member.
7. **Be respectful of differing opinions, viewpoints, and experiences.** Each member comes with unique experiences and knowledge and each member has been vetted by our community board as a valuable contributor.

## 8. Use All Platforms And Tools For Their Intended Uses

- **Slack:**

1. Ensure your Online Content is Relevant: Only post in Slack channels items that are relevant to that channel.
2. Be Thoughtful When You Post: Please don't post just a link to something, or thought with no context. Your focus should always be on starting or furthering a conversation.

- **Meetsy:**

1. Be respectful of individuals' schedules and do not pressure anyone to meet you in person.
2. Use video and chat features to network and build professional relationships.
3. Join small groups and 1:1 match programs that are relevant to you and do not interrupt or troll ones that are not.

9. **No Selling, Spamming, or Self Promoting.** Do not promote or share your own products, events, links, or articles unless it's something created specifically for the Solutions Consulting community and relevant to the thread in which you are posting it. The same goes for direct messaging - we consider messaging community members with the intent to sell, spam or self-promote, akin to harassment and you will be removed. If anybody sends you a message with an intention of acquiring or inviting you to join their brand, please contact the Vivun Online Community Members.

## Enforcement Policy

XC has a strict one-strike policy. If a member is found in violation of the above guidelines or any of the community rules, members will receive a written warning of their behavior and be put on probation. If additional incursion takes place, members will immediately be removed and banned from the community.

If the initial behavior is severe and or illegal, a warning will not be given and the member will be removed immediately.

Additionally, the community board, made up of both members of the community and the Vivun team, can remove any members without cause.

All Community Members acknowledge that they, as a Community Member, are here at Vivun's invitation and have no right to persist as Community Members. Vivun can terminate any membership at any time and for any reason.

## Reporting Guidelines

If a Community Member finds another Community Member in violation of the Vivun Online Community Guidelines, they are to be instructed to reach out to [communityconduct@vivun.com](mailto:communityconduct@vivun.com). Remember, when you see bad behavior, don't reply and don't engage. It encourages bad behavior by acknowledging it, consumes your energy, and wastes everyone's time.

## Additional Legal Terms:

### No Relationship Created

Nothing in these Guidelines nor any Community Member's use of the Online Community creates or is intended to create an association, trust, partnership, joint venture or any other entity or similar legal relationship between Vivun and any Community Member, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to either Vivun or a Community Member.

## DISCLAIMER OF LIABILITY FOR MEMBERSHIP BENEFITS

1. By becoming a Community Member of a Vivun Online Community, each Community Member acknowledges and agrees that any and all membership benefits provided by Vivun are solely at the discretion of the Vivun. Community Member further acknowledges that Vivun reserves the right to modify, change, or discontinue any membership benefits at any time without prior notice.
2. No Legal Obligation: Community Member understands and agrees that the provision of membership benefits by Vivun does not create any enforceable legal responsibility on the part of Vivun to fulfill such benefits. Vivun assumes no obligation, whether express or implied, to provide any specific benefits and expressly disclaims any and all liability for the fulfillment of membership benefits.
3. Discretionary Nature of Benefits: Vivun retains the sole and exclusive right to determine the nature, type, and scope of any membership benefits offered to its Community Member. Vivun may, at its sole discretion, add, remove, or modify benefits, and such changes shall not give rise to any legal claims or liabilities against Vivun.
4. No Warranties or Guarantees: Vivun makes no warranties or guarantees, whether expressed

or implied, regarding the availability, quality, or any other aspect of the membership benefits. Vivun disclaims all warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

5. **Limitation of Liability:** In no event shall Vivun be liable to a Community Member or any third party for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with the provision or non-provision of membership benefits, even if Vivun has been advised of the possibility of such damages.

6. **Governing Law** This Disclaimer shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to its conflict of law principles.

## Data Retention and Deletion of Data

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, will delete any profile you have created with Vivun upon receipt of your request and within a reasonable time period (not to exceed 180 days). For more information please see the [Vivun Privacy Policy](#).

## Assumption of Risk, Waiver and Release Of Liability (“Release”)

As stated above, The Vivun Online Community provides an online platform through which Community Members may share Online Content directly with one another or with a group.

In consideration for being given access to the Online Community, you acknowledge and agree as follows:

1. You understand and agree that Vivun is not a party to any agreements entered into between Community Members. Vivun has no control over the conduct of Community Members, and disclaims all liability in this regard to the maximum extent permitted by law. Vivun has not conducted background checks or otherwise screened any of the Community Members participating in this forum in any way, and Vivun **MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT COMMUNITY MEMBERS.**
2. Each Community Member understands that they are solely responsible for your health, safety, and well being and that Vivun **MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, SAFETY, OR TIMELINESS OF THE ONLINE COMMUNITY, ANY ONLINE CONTENT PUBLISHED THEREIN, OR RELATED COMMUNITY MEMBERS. EACH COMMUNITY MEMBER FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND RESPONSIBILITY FOR ALL LIABILITY, LOSSES, COSTS, CLAIMS, OR DAMAGES**

INCURRED FROM THEIR PARTICIPATION IN THE Online Community.

3. YOU UNDERSTAND AND AGREE that Vivun is not responsible for the errors, omissions, acts, or failures to act of any of third parties (including other Community Members) participating in the Online Community. By using the Online Community, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of any third party will be limited to a claim against the particular party who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Vivun with respect to such actions or omissions.
4. YOU HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS VIVUN, its directors, agents, officers, volunteers, contractors, employees, (each considered one of the "Releasees" herein) from and against any and all liability, claims, demands, losses, or damages, known or unknown, caused or alleged to be caused in whole or in part by your use of the Vivun Online Community. Without implication of limitation, this release applies to: all liability caused by the negligence or fault of the Releasees or of any suppliers of the services; all liability resulting in wrongful death, personal injury, or property damage; all liability caused by the inability to use or failure to provide any of the services; all liability caused by defamation or invasion of privacy; all liability caused by slander or defamation; all liability caused by use of or access to the Online Community by Community Member; all liability caused by any data or data transmitted or received through, or posted to or stored in the Online Community through the Community Member's account, all liability caused by Community Members use of the Online Community, to the extent that such use misappropriated any copyright, trade secret, U.S. patent, or trademark right of the third party; and all liability due to any other cause whatsoever. You further agree that if, despite this release, you or anyone on your behalf makes a claim against any of the Releasees named above, you will indemnify and save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any may incur as a result of any such claim.
5. This Release shall be governed in all aspects by the laws of the state of California, without reference to choice of law principles, and any disputes arising from this Release shall solely be resolved in the state or federal courts situated in California. YOU HEREBY KNOWINGLY, VOLUNTARILY AND

INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (including but not limited to any claims, counterclaims, cross-claims, or third part claims) arising out of, under or in connection with this release. Further, you certify that no representative or agent has represented, expressly or otherwise, that it would not in the event of such litigation, seek to enforce this waiver of right to jury trial provision.

6. YOU CERTIFY THAT: YOU HAVE READ THIS RELEASE AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS; YOU ARE AT LEAST 18 YEARS OLD; YOU UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE AND HAVE ACCEPTED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE; YOU INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY AGAINST RELEASEES TO THE GREATEST EXTENT ALLOWED BY LAW; AND YOU AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.
  
7. IN ADDITION TO THE FOREGOING, ALL COMMUNITY MEMBERS HEREBY AGREE TO THE TERMS OF THE VIVUN, INC. - EVENT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY FOR CLAIMS, AND PHOTO/VIDEO RELEASE.