Miro Meetups Program Terms and Conditions

If accepted to the Miro Meetups Program, these Terms and Conditions shall govern your ("Participant" or "You" or "Ambassador") participation in the Miro Meetups Program ("Program") in addition to the [Terms of Service](), [Master Cloud Agreement](), [Miro Community Terms of Service](), any nondisclosure Terms, or any other terms and conditions in effect between Participant and Miro, as applicable ("Terms").

1) Program Eligibility:
    a) Open to US residents only
    b) Once accepted, Ambassadors must do the following to remain eligible to participate in the program:
        i) Must host one (1) in-person meetup per quarter and a minimum of four (4) events per Agreement year
        ii) Comply with [Miro's Conduct and Content Standards]() at all times
        iii) Adhere to [Miro's Brand Guidelines]() whenever using Miro's brand or other trademarks to promote a meetup
        iv) Must provide required post-event data to Miro no later than 3 days after the event
            (1) # of Attendees
            (2) NPS Score
        v) Participate in Miro's Circle space at least once per week connecting with other leaders and/or the Miro team
2) Program Acceptance. Miro has sole discretion whether to accept an Ambassador application. Miro also reserves the right to require Participant to modify or cancel an event.
3) Program Benefits. Participants will be compensated for their participation in the program based on the projected number of attendees for each event they host. Compensation will be provided within 3 weeks of Participant submitting their event data via Luma. Compensation will not be provided if event data is not submitted or if Miro has reason to believe event data was falsified. Participant is responsible for any taxes that may arise from their compensation.
4) Event Guidelines
    a) Events must be:
        i) appropriate for all ages, complies with applicable laws and [Miro's Conduct and Content Standards]()
        ii) hosted through the event platform, Luma
        iii) free and open to the public
        iv) incorporate use of Miro

5) Term. The duration of your participation in the program is 1 year from date of acceptance into the program, unless terminated earlier per the Termination clause below, after which you will need to resubmit an application to renew your participation.

6) Brand Use. Each party grants the other the right to use and display its Brand Elements for mutually agreed marketing activities. "Brand Elements" means the trademarks, service marks, names, logos, images, collateral, or similar materials provided by a party for use in relation to the Program. Rights granted in these Terms are revocable, non-exclusive, non-sublicensable and non-transferable. Either party's use of the other party's Brand Elements is subject to the other party's prior approval and any usage guidelines it provides in writing. In addition, any press release or other public announcement relating to your participation in the Program must be approved by each party in advance. Each party will promptly cease any new use of the other party's Brand Elements upon expiration of the Terms, and will take down any previous use upon written request.

7) Third Party Platforms. Participant understands that participation in this program will require use of third party platforms such as Luma, Tremendous, and Circle, and that any use of these platforms will be subject to that third party's terms and conditions.

8) Publicity. Participant authorizes and grants Miro an unlimited, worldwide, sublicenseable, assignable, fully paid up, royalty free, perpetual license to use, reproduce, distribute, modify, post, publish, copy, store, transmit, create derivative works of, and publicly display any videos, photographs, or other content Participant submits to Miro regarding the events they host for Miro's advertising, publicity, commercial, social media, or other business purposes. Participant also permits Miro to use their name and likeness for the purpose of promoting the activities described above, however Miro will cease any new use of their name and likeness upon expiration of the Terms and take down any previous use of their name and likeness upon written request.

9) Privacy. Each party shall, at its own expense, ensure that it complies with and assists the other party in complying with the requirements of all legislation and regulatory requirements in force relating to the use of personal data and the privacy of electronic communications, including but not limited to (i) the General Data Protection Regulation ((EU) 2016/679) and any other applicable European Union, United Kingdom or Swiss regulation relating to data protection and privacy, and (ii) the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act of 2020). In the event that the Participant transfers to Miro any personal data in connection with this Agreement, Miro shall process any such personal data in accordance with the terms of [Miro's privacy policy](#) as independent data controller.

10) Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of the Terms each party shall be and act as an independent contractor and not a partner, joint

venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract. Participant is an independent contractor and is solely responsible for all income taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, HST, GST, federal, local, state, provincial, and international taxes.**Participant understands that they are not permitted to make claims or lead attendees to believe that events are sponsored or held by Miro. Miro is not responsible for anything that may occur during these events.**

11) Warranty. Participant warrants that events will be held in a professional manner in accordance with the terms of the program.

12) Limitation of Liability. Miro's entire aggregate liability arising out of or related to this Program will not exceed the amount of compensation provided to Participant.

13) Indemnification. Participant will defend, hold harmless and indemnify Miro from and against any damages, liabilities, losses, claims, and expenses, including, without limitation, reasonable attorneys' fees, in connection with or related to any claim or action (i) arising from an event hosted by Participant or (ii) arising out of a breach of these Terms by Participant.

14) Termination. Miro may terminate Participant's participation in this program if:

    a) Participant breaches the Terms or does not adhere [Miro's Conduct and Content Standards](#);

    b) Participant fails to host the required number of events or provide event data within the time period specified;

    c) Miro has reason to believe that Participant falsified event data

15) Assignment and Subcontracting. You shall not have the right or ability to assign or transfer any rights or obligations under these Terms or use any subcontractors without Miro's prior written approval. Any attempt to do so shall be null and void.

16) Amendments. Miro may modify or terminate this Program at any time in its sole discretion with at least thirty (30) days prior written notice to You. The benefits offered herein are offered "as-is" and Miro makes no express or implied warranties regarding any such benefits.

17) Governing Law, Jurisdiction, and Venue. Terms will be governed by the laws of the state of California, without reference to conflict of laws principles. Any action arising out of, or in connection with, Terms will be heard in the federal, state, or local courts in San Francisco, California, and the parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts. The parties specifically waive any right to a jury trial with respect to any matter arising under or related to this Terms.

18) Survival. These Sections survive expiration or termination of this Agreement: 10. (Warranty), 13. (Termination), 16. (Survival), 8. (Intellectual Property), 11. (Limitation of Liability), 12. (Indemnification). Except where an exclusive remedy is provided, exercising

a remedy under these Terms, including termination, does not limit other remedies a party may have.