

MEMBERSHIP
TERMS & CONDITIONS
ABOUT OUR TERMS AND CONDITIONS

Welcome to The Commune providing exclusive, invitation-only, luxury lifestyle management, travel and services.

The Commune is brought to you by 3 Degrees Network LTE LTD (referred to in these Terms as "we", "us", "our", and "The Commune"). We are a limited liability company incorporated in Singapore with our registered office at 68 Circular Rd Singapore.

These Terms & Conditions, together with our Club Rules (which are incorporated into these Terms & Conditions) and Privacy Policy (which you can view here) (collectively, the "Terms") govern your access to, and use of, the The Commune mobile application (our "App"), www.commune.one any services that we may offer from time to time (together with our website and our App, our "Services"), and any other features or content (including any information, text, graphics, photos, comments, reviews, links, or other materials uploaded, downloaded or appearing on, or linked to the Services) offered from time to time by Commune in connection with the Services (collectively referred to as "Content"). Your access to and use of the Services is conditional on your acceptance of and compliance with these Terms. If you do not agree to these Terms, please refrain from using our Services.

1. GENERAL TERMS

1.1 About the Services

Our Services include recommending and procuring bookings for restaurants, travel, events and sourcing retail items. However, the Services that The Commune provides are always evolving and the form and nature of the Services that The Commune provides may change from time to time.

You are solely responsible for your use of the Services. You may use the Services only if you are at least 18 years of age. We do not knowingly market our services to children. You may only create a member profile with The Commune if you are legally capable of forming a binding contract with The Commune and are able to abide by and comply with these Terms. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services are designed for your personal use. You may not open an account on the Services on behalf of a company, organisation, or other entity, unless you have express permission to do so. If the need arises, we may suspend access to our Services, or close them indefinitely (which may be without notice to you, although we will do what we reasonably can to notify you in advance).

1.2 Links to third party websites and linking to our Services

Our Services contain links to websites, apps and other services which are operated and owned by third party service providers or retailers. Any third parties may charge a fee for their services, for which The Commune will have no liability. The Commune is not responsible for any content or other information provided by any third party.

You will also be bound by the terms and conditions imposed by third parties with or through whom you book goods or services: please check these carefully, as we have no responsibility or liability for the terms and conditions of any third party. Please see section 4 below for further details.

Our Services must not be framed, “mirrored” or otherwise incorporated into or on any other site, nor may you create a link to any part of our site other than the homepage. We reserve the right to withdraw linking permission without notice to you.

By using the Website and Commune Services, You represent that You are at least eighteen (18) years of age.

By registering to use, or using the Commune Service, You represent that You have never been convicted of a felony and have never been required to or are not currently registered as a sex offender with any government entity. Commune reserves the right to perform criminal background screenings to confirm Your compliance with these terms.

Membership of Commune is not available to the general public and requires an invitation from an existing Member, or from Commune, to a person aged eighteen (18) or over who does not already have an active account, or has not previously been suspended or removed from the Commune Service. By registering for the Commune Service, and becoming Members, members with invitation privileges are expected to invite only respected persons within their own real-world communities and not individuals who might bring discredit to or harm the reputation of Commune and our community.

By having a membership account with the Commune Service, You acknowledge that You meet our requirements for membership. As a Member, You may not have more than one membership account, nor may You open an alternative account if Your membership is suspended, restricted or terminated for any reason. You may not share, sell, trade or transfer a membership account to another person, nor accept an invitation for or use an account that was not originally Yours. If an account violates these conditions, the account will be terminated immediately.

You may not use a pseudonym or alias. You agree that all the information You provide about Yourself in Your personal profile or in any other area of the site is and remains truthful and accurate. Misleading or false information is sufficient reason for us to terminate Your account. Commune reserves the right to verify the authenticity of Your identity and personal profile information using publicly available records and by requesting from You proof of identification or other relevant documents. You agree that Commune will have no liability arising from any information that is incorrectly verified

English is the official language of the Website, as it is the most commonly shared language of Commune Members, and thus the most inclusive language. It also facilitates site moderation, which ensures a safer community for all Members. We urge You to use English only and be respectful of all Members.

You must treat Your username, registered email address, and password as confidential and must not disclose them to any third party. We have the right to disable any username, password or membership account at any time to safeguard Your account and the Website from security threats, or, if in our opinion, You have failed to comply with any of the provisions of these Terms.

We provide a platform and environment for connecting with members and sharing information. If Members enter into agreements with other Members through the Commune Service, we are not a contracting party to these agreements and cannot be held liable or accountable regarding these agreements. We urge You to be truthful in all of Your communications with other Members.

Commune reserves the right to verify information You and other Members have provided using various means available. You agree that Commune will have no liability arising from any information that is incorrectly verified.

You are solely responsible for and assume all liability regarding any information or content You or Your account posts, transmits, publishes, or otherwise makes available to the Commune Service.

You agree that Your profile may be presented to other Members. Members are under no obligation to contact, connect with or communicate with those Members whose profiles are displayed to them.

You are solely responsible for and assume all liability regarding any interactions between You and other Members through the Services, both within the Website and offline.

We reserve the right to remove any content posted by You or other Members at our sole discretion for reasons including, but not limited to, that it is unlawful, threatening, libellous, defamatory, fraudulent, obscene or otherwise objectionable, or because it may infringe or violate any third party's intellectual property, privacy or other rights.

2. ACCOUNT REGISTRATION AND VERIFICATION

2.1 Registering with the Service

In order to register, you are required to provide your name, mobile telephone number, residential address, email address and a password. We may also vet members to ensure they are both eligible for membership and a suitable member for the The Commune community. The Membership Committee's decisions in this regard are final, and no explanation of why a prospective member has not been admitted need be given.

All personal details you give to us through the Services will be collected and processed in accordance with our Privacy Policy.

You confirm that all registration information and other personal details provided to The Commune is, and will be, true and accurate.

2.2 Keeping your account information confidential

You are solely responsible for keeping your registration and other personal details (including your email and password) for your account confidential. You are responsible for maintaining the confidentiality of your password and agree to notify us immediately if you suspect that any third party has used your account or had access to your password. You are responsible for any and all use of your account. We strongly recommend that you use a secure password which contains a minimum of 8 characters, including upper- and lower-case letters, numbers and symbols.

You agree that you will not disclose your password to any other person or allow any other person to use your account, and you agree not to use the account, membership number, display name, email address or password of another member of the Services at any time.

3. MEMBERSHIP

3.1 Membership fees and duration

Your use of the Services is conditional on your paying in full our annual membership fees plus any applicable initiation fee (together, our "Fees"). The total Fees (and initiation fee, if any) will be made available to you before you sign up as a member.

Your membership is valid for 12 calendar months from the date when it is granted or renewed (the "Subscription Term") and will renew automatically upon expiry of a Subscription Term in perpetuity unless you contact The Commune at admin@commune.one to request the deletion of your membership account, at least 14 days prior to the end of the relevant Subscription Term.

Our Fees may vary from time to time. In the event that the annual membership component of the Fees varies from one Subscription Term to another, we will inform you of the change at least 30 days before the expiry of your then-current Subscription Term.

We reserve the right to refuse to grant or renew membership in our sole discretion and for any reason. We are under no obligation to provide reasons for our acceptance or refusal of any application or renewal.

3.2 Payment of Fees

Our Fees must be paid in full for each Subscription Term prior to such membership being granted or renewed.

If your membership is renewed, payment for your Fees will be taken automatically on or around the first day of the new Subscription Term ("Renewal Date"). If you do not wish to renew your membership, please cancel your The Commune membership in accordance with the procedure set out in section 3.1 above and no further payments will be taken. Memberships are non-transferable and cannot be paused or suspended.

3.3 Refunds

Once a Subscription Term has commenced, We do not offer refunds, credit notes or pro-rated fees except in the circumstances set out in section 12.2 below (or as otherwise permitted by applicable law).

4.1 Types of requests

Requests to our Luxury Goods division may be accepted if they are for an order value of greater than \$250. Requests for restaurant reservations may be accepted subject to Commune being given at least 2 (two) hours of clear notice ahead of the desired reservation time.

4.2 Ordering goods and services from third party suppliers The terms in this section 4 apply when, on your instruction, we:

- a) purchase goods and/or services or make bookings or reservations on your behalf from one or more supplier(s) that we have identified, recommended, sourced or otherwise selected for you, or that you have requested (a "Supplier");
- b) facilitate your purchase of goods and/or services, or your making of any booking or reservation, from any Supplier by acting as an intermediary, conduit or booking platform, or by taking the relevant payment(s);
- c) act as the agent of any Supplier to contract with you for the provision of goods or services, or to make any booking or reservation; undertake any other services that we have agreed from time to time,

each a "Lifestyle Service", and "Lifestyle Services" shall be construed accordingly. The purchases set out at a) to d) above shall be referred to in these Terms as "Lifestyle Purchases".

The terms in this section 4 do not apply where we provide you with a link or other details for you to order goods or services from a Supplier direct and without any further involvement from us (if this is the case, please see section 1.2 above).

In most cases, some separate terms and conditions (either in addition to, or instead of, this section 4) will apply to a Lifestyle Service. If so, we will make these separate terms and conditions clear to you before we agree the relevant Lifestyle Service.

When we make introductions, we endeavour to choose Suppliers whom we feel might be suitable for you. However, any introductions we make should not be construed as an endorsement by The Commune of such Supplier, or of any advice that such Supplier may give you, and you are responsible for ensuring the suitability of any third party with whom you deal (including checking the suitability, quality or merit of any goods or services that they may offer). This remains the case when The Commune is acting as the agent and contracting on behalf of any such third party (a "Principal").

You are responsible for paying for all Lifestyle Services ordered via our Services, regardless of the beneficiary or beneficiaries of such Lifestyle Services. For example, if you book a table at a restaurant, you are responsible for paying the bill for that table (although of course guests may pay separately if they wish, in which case you will not be double-charged).

Some Lifestyle Services (such as restaurant bookings, for example) may be subject to acceptance or confirmation from the applicable Supplier. Although we try to ensure that all availability displayed on the Service is accurate, restaurants may cancel or amend bookings after they have been confirmed. We are not responsible for any cancelled or amended bookings.

If you wish to amend any Lifestyle Service after your order has been confirmed, you may need to discuss this with the Supplier direct. We cannot guarantee that the Supplier will be able to accommodate any changes.

4.3 Price changes in Lifestyle Services

It is always possible that, despite our best efforts, some of the Lifestyle Services we agree may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the Lifestyle Service at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the Lifestyle Service at your order date is higher than the price that we advised you (or we agreed in writing), we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mis pricing, we may cancel the contract for the Lifestyle Service(s) in question, refund you any sums you have paid and not arrange for the Lifestyle Service(s) to be provided to you.

4.4 Payment requirements for Lifestyle Services

We may ask you to pay for your Lifestyle Services before we finalise your order, or we may ask you to pay by invoice (or a combination of the two).

You must pay all amounts due for the Lifestyle Services ("Lifestyle Services Fees") in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any of our other rights or remedies, set off any amount owing to us against any amount payable by you to us, whether such liability is present or future, liquidated or unliquidated, and whether or not the liability arises under these Terms.

If you think any payment or invoice for Lifestyle Services Fees is wrong please contact us promptly to let us know and we will endeavour to resolve the issue.

Failure to pay for Lifestyle Services in accordance with these Terms may result in the termination of your membership. All payments for Lifestyle Services payable to us by you shall become immediately due and payable on termination of your membership for any reason.

4.5 Card payments

If you pay for Lifestyle Services by card, you acknowledge and agree that we may pre-authorise your payment.

If you pay for Lifestyle Purchases using the App, we will email you a copy of your receipt.

In the event that your payment card is lost or stolen you agree that it is your responsibility immediately to contact the applicable card company in order to cancel your payment card.

4.6 Invoices

If we have agreed that you will pay by invoice, we may invoice you for Lifestyle Services any time after we have confirmed your order. You must pay each invoice immediately upon receipt of the invoice.

4.8 Limitations in services

We reserve the right to refuse to service any request, at our sole discretion. We are under no obligation to give a reason as to why we refuse, although we may from time to time. Examples of requests that we do not service includes, but are not limited to, adult entertainment, immoral or illegal requests, requests relating to firearms or controlled substances.

5. PAYMENT PROCESSING

We use the third party payment processors Stripe and Checkout to process card payments.

Checkout's terms of service can be found [here](#), and its privacy policy can be found [here](#). Stripe's terms of service can be found [here](#), and its privacy policy can be found [here](#). By accepting our Terms, you are consenting to Checkout's and/or Stripe's (as applicable) use of your personal data as set out in their privacy policies. You should read Checkout's and/or Stripe's terms of business and privacy policies carefully and check that you are comfortable with them before making any card payments. We have no responsibility or liability omission of third party payment processors, or for their terms of service or privacy policies.

You warrant that you have all necessary authorities to use the payment cards whose details you provide. In order to offer a seamless service, We require members to have one valid payment card saved with our payment processor(s) throughout the Subscription Term. You can add or remove additional payment cards via the App at any time.

6. YOUR RIGHTS TO THE SERVICES

The Commune hereby grants you a personal ,worldwide, royalty-free, revocable, non-sub-licensable, non-assignable and non-exclusive licence to use the Services (which will include future updates made available to you from time to time provided that you understand that such updates may be subject to additional terms notified to you at the time that such update is made available), subject to these Terms. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by The Commune, in the manner permitted by these Terms.

The rights in the Service are licensed, not sold to you. Except to the extent permitted by applicable law, you may not copy, reproduce, republish, disassemble, decompile, reverse engineer, adapt, alter, edit, re-position, rebrand, change, distribute, lend, hire, sub-license, rent, make a derivative work from the Services.

Access to the Services is permitted on a temporary basis, and we reserve the right modify, restrict access to, withdraw or amend all or parts of the Services without notice (although, where possible, we will endeavour to give you prior notice). We will not be liable if for any reason the Services are unavailable at any time or for any period for reasons beyond our control.

You are responsible for making all arrangements necessary for you to have access to Services. You are also responsible for ensuring that all persons who access Services through your internet connection are aware of these Terms, and that they comply with them.

The Commune retains the right to set reasonable limits on use and storage from time to time. We will try to give you notice of this wherever possible.

7. The Commune's RIGHTS

7.1 Our rights in the Content and Services

Content including but not limited to all information, data, text, maps, graphics, the “look and feel”, logos, icons, trademarks, images, video clips, sound clips, editorial content, notices, data compilations, page layout, selection or arrangement of the contents of the Services, and the underlying code and software in the Services are and will remain the exclusive property of The Commune and its licensors. The Services are protected by copyright, trademark, and other laws and treaties around the world. All such rights in the Services, Content (excluding Content provided by members of the Services) and related material are reserved.

Nothing in the Terms gives you a right to use commercially the The Commune or The Commune names or any of the The Commune or The Commune trademarks, logos, domain names, or other distinctive brand features. Other logos and product and company names mentioned in these Terms may be the trademarks of their respective owners.

7.2 Prohibition on copying

You must not copy any part of the Content, with a view to creating or compiling any form of collection, compilation, directory or database unless we provide you with our prior express written consent to do so.

If you copy or download any part of the Services or Content in breach of these Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may print off one copy, and may download extracts, of any page(s) from our Services for your personal reference and you may draw the attention of others within your organisation to material posted on our Services. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8. RESTRICTIONS ON CONTENT AND USE OF THE SERVICES

You agree that you will not use the Services:

- a) in any way that violates any local, national or other laws or regulations (including applicable data privacy, export and re-export control laws and regulations) or any order of a court in any relevant jurisdiction;
- b) to sell any of your business' goods or services unless with our prior written consent and/or as an authorised supplier partner;
- c) in any way that infringes the rights of any person or entity, including but not limited to their copyright, trademark or other intellectual property rights, or other privacy or contractual rights;
- d) to distribute advertisements of any kind (other than with our prior written consent) or otherwise communicate any false or misleading material or messages of any kind;
- e) in any way that intentionally or unintentionally harasses, annoys, threatens or intimidates any other member;
- f) in any way that promotes or incites, whether intentionally or unintentionally, racism, bigotry, hatred or physical harm of any kind;
- g) in any way that is abusive, defamatory, inaccurate, obscene, offensive, fraudulent, objectionable or sexually explicit;
- h) to solicit, provide or promote illegal or unlawful activities or in any way which may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm, distress or inconvenience to any person;
- i) to access, tamper with, cause damage to, or use non-public areas of the Services, The Commune's computer systems, servers or equipment or the technical delivery systems of The Commune's providers;

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- a) in any way that violates any local, national or other laws or regulations (including applicable data privacy, export and re-export control laws and regulations) or any order of a court in any relevant jurisdiction;
- b) to sell any of your business' goods or services unless with our prior written consent and/or as an authorised supplier partner;
- c) in any way that infringes the rights of any person or entity, including but not limited to their copyright, trademark or other intellectual property rights, or other privacy or contractual rights;
- d) to distribute advertisements of any kind (other than with our prior written consent) or otherwise communicate any false or misleading material or messages of any kind;
- e) in any way that intentionally or unintentionally harasses, annoys, threatens or intimidates any other member;
- f) in any way that promotes or incites, whether intentionally or unintentionally, racism, bigotry, hatred or physical harm of any kind;
- g) in any way that is abusive, defamatory, inaccurate, obscene, offensive, fraudulent, objectionable or sexually explicit;
- h) to solicit, provide or promote illegal or unlawful activities or in any way which may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm, distress or inconvenience to any person;
- i) to access, tamper with, cause damage to, or use non-public areas of the Services, The Commune's computer systems, servers or equipment or the technical delivery systems of The Commune's providers;
- j) to access or attempt to access any data of other members of the Services or to penetrate any of the security measures relating to the Services, or to probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- k) in any way that intentionally or unintentionally deceives, defrauds or swindles any other member;
- l) to introduce any malware, virus or other harmful software program that intentionally or unintentionally damages or interferes with the operation of the Services, including but not limited to cancel bots, denial of service attacks, time-bombs, worms, Trojan horses, viruses or any other maleficent software or hardware;
- m) interfere with, or disrupt, (or attempt to do so), the access of any member, host or network including, without limitation, sending a virus, overloading, flooding, spamming or mail-bombing the Services, or by misusing the Services so as to interfere with or create an undue burden on the Services;
- n) to copy, modify, transmit, display, perform, create derivative works from, re-sell or distribute any Content, information, software, products or services obtained through the Services;