EVENTIVATE
Legal & Policy Library

Terms of Use

Version 1.0 · DRAFT · for legal review

DOCUMENT	Terms of Use
LANGUAGE	English
VERSION	1.0 (DRAFT)
STATUS	Draft — pending Puerto Rico attorney review
PREPARED	2026-11-21
EFFECTIVE DATE	to be set at publication
OWNER	Eventivate LLC

Bracketed items (for example [link] or [Terms of Use]) are placeholders to be completed when this document is published. This draft is not legal advice and has no legal effect until approved and published by Eventivate LLC.

Eventivate Terms of Use

Version 1.0 (DRAFT) · 2026-11-21 · Effective: to be set at publication

1. Agreement to these Terms

These Terms of Use are a contract between you and Eventivate LLC ("Eventivate", "we", "us"). They apply when you visit eventivate.com, create an account, register for an event, buy a ticket or add-on, or take part in a virtual event. Together we call these the Service.

You accept these Terms when you create an account or complete a purchase, and each time you use the Service. If you do not agree, do not use the Service. Our [Privacy Policy] and [Refund Policy] are part of these Terms.

Organizers who publish events on Eventivate also accept a separate organizer agreement.

2. Who we are

Eventivate LLC operates the Service. You can reach us at support@eventivate.com, (787) 520-0250, or PO Box 57, Cabo Rojo, PR 00623.

3. Our role and the organizer's role

Events on Eventivate are created and run by independent organizers, not by Eventivate. The organizer is responsible for the event itself: its description, date, place, rules, safety, permits, results and prizes, and for delivering what it promises.

Eventivate provides the platform. We publish the event, take your registration, collect your payment on the organizer's behalf and send your confirmation. We do not own, operate or supervise an event unless its page names Eventivate as the organizer.

Send questions about an event to its organizer. Send questions about your registration, payment or account to us.

4. Who can use Eventivate

You must be at least 18 years old to create an account or make a purchase. If you are under the age of majority where you live, which is 21 in Puerto Rico, you may use the Service only with the permission of a parent or legal guardian, who accepts these Terms for you.

A parent or legal guardian may register a minor for an event. In doing so, the parent or guardian accepts these Terms, and any waiver the event requires, on the minor's behalf.

The Service is not directed to children under 13, and we do not knowingly allow them to create accounts.

5. Your account

You can register for an event without an account. Some features, such as seeing your past registrations, need one. You can sign in with an email address and password, or with your Google or Apple account.

- Give accurate information and keep it up to date.
- Keep your password private. You are responsible for what happens under your account.
- Tell us right away if you think someone else has used your account.
- An account belongs to one person and cannot be shared or transferred.

You can close your account at any time by writing to us. We keep records of past registrations and payments as described in the Privacy Policy.

6. Registrations and purchases

Your registration or purchase is complete when we send you a confirmation.

- Give accurate information about each participant. The organizer relies on it for categories, results and safety.
- You may register another adult only with that person's permission, and a minor only as the parent or legal guardian.
- A registration is personal. It cannot be resold, and it can be transferred only as the Refund Policy allows.
- The organizer may set limits, categories and entry requirements for its event.
- Some organizers require a waiver or release. If an event has one, we show it at registration and you must accept it to register. It is an agreement between you and the organizer.

If a price or listing is clearly wrong, we may cancel the registration and refund everything you paid for it.

7. Prices, fees and payment

Prices are in U.S. dollars. Before you pay, we show the total: the registration or ticket price, any add-ons, the processing fee and any tax that applies. The processing fee covers the cost of handling your registration and payment.

You can pay with the methods shown at checkout. Payments are handled by outside payment providers, and their terms also apply to you. When you pay, you authorize us to charge the total to your payment method, and you confirm you have the right to use it. If you pay in installments through a payment provider, that plan is between you and the provider.

8. Refunds, cancellations and changes

An organizer may cancel, postpone or change its event. The Refund Policy sets out what you receive in each case, when a registration can be refunded or transferred, and how refunds are paid.

Please contact us before disputing a charge with your bank or payment provider. We resolve most cases within days.

9. Taking part in events

Many events involve hard physical effort and real risks, including injury. You decide whether you are fit and prepared to take part, and you take part at your own risk to the extent the law allows.

- Follow the organizer's rules and the instructions of event staff and officials.
- The organizer, not Eventivate, is responsible for the event's course, venue, safety and medical support.
- The organizer may refuse entry, disqualify or remove a participant under its rules.
- Results and times are published as the organizer or its timing provider supplies them.
- Organizers may photograph or record their events. The organizer's own terms or waiver govern how those images are used.

10. Acceptable use

Use the Service only for its purpose: finding, registering for and taking part in events. You agree not to:

- break the law or these Terms, or help anyone else do so;
- give false information, pretend to be someone else, or register a person without permission;
- use a payment method you are not authorized to use;
- resell registrations or tickets, or buy them in bulk with automated tools;
- copy, scrape or collect data from the Service with automated tools;
- interfere with the Service, get around its security, or access accounts or data that are not yours;
- harass, threaten or abuse other participants, organizers or our staff;
- send spam or unrequested advertising through the Service.

11. Your content

Your content is anything you post or upload, such as a profile photo, comments, messages and activity results. You keep ownership of it.

You give Eventivate a non-exclusive, worldwide, royalty-free license to host, copy and display your content as needed to run the Service and the event where you posted it. The license ends when you delete the content or close your account, except for copies others have already shared and records the law requires us to keep.

You confirm that you have the right to post your content and that it does not break the law or anyone's rights. We do not review content before it is posted. We may remove content that breaks these Terms.

If you believe content on the Service infringes your copyright, write to support@eventivate.com. Identify the work, the content and where it appears, and include your contact details. We remove infringing content and close the accounts of repeat infringers.

12. Virtual events

- Your access to a virtual event is personal. Do not share your access with anyone else.
- Activities, times and results you submit must be your own and true.
- Treat other participants with respect. The organizer and Eventivate may moderate conversations, remove content and remove participants who break the rules.

- Do not record or redistribute a virtual event's content without the organizer's permission.

We work to keep virtual events available, but access may be interrupted for maintenance or for reasons outside our control.

13. Our content and trademarks

The Service, including its software, design, text and logos, belongs to Eventivate or its licensors. We give you a personal, non-transferable right to use the Service for its purpose. You may not copy, modify or resell any part of it without our written permission.

Event descriptions, logos and images belong to their organizers. If you send us ideas or feedback, we may use them without owing you anything.

14. Third-party services and links

The Service works with outside services, such as payment providers and sign-in providers, and links to outside websites, including organizers' own sites. We do not control them and are not responsible for their content or practices. Their own terms and privacy policies apply when you use them.

15. Messages from us

We send you messages about your account and registrations, such as confirmations, event changes and refunds. These are part of the Service, and organizers may send you information about their events through us. We send newsletters and promotions only if you subscribed, and you can unsubscribe at any time.

You agree that we may send you notices by email or through the Service, and that these count as written notice.

16. Disclaimers

We provide the Service "as is" and "as available". To the extent the law allows, we make no promises beyond those in these Terms. In particular, we do not promise that:

- the Service will be uninterrupted, secure or free of errors;
- an event will take place, or will take place as described;

- information supplied by organizers, including descriptions and results, is accurate or complete.

17. Limits on our liability

To the extent the law allows:

- Eventivate is not liable for indirect, incidental, special, consequential or punitive damages, or for lost profits or lost data.
- Eventivate is not liable for the acts or omissions of organizers, other participants or third parties, or for injury, loss or damage at an event or while travelling to or from it.
- Eventivate's total liability for any claim is limited to the amount you paid through Eventivate for the registration or purchase the claim is about, or US$100 if that is greater.

These limits do not reduce a refund the Refund Policy gives you. They do not apply to our own fraud or intentional misconduct, or to any liability the law does not allow us to limit.

18. Your responsibility to us

If someone brings a claim against Eventivate because you broke these Terms, broke the law, or posted content that violates their rights, you will cover our reasonable losses and costs, including attorneys' fees, to the extent you caused them.

19. Suspension and termination

You may stop using the Service and close your account at any time.

We may suspend or close your account, or cancel a registration, if you seriously or repeatedly break these Terms, if we suspect fraud, or if the law requires it. We will tell you why unless the law prevents us. If we cancel a paid registration for a reason other than your breach or fraud, we refund everything you paid for it.

Sections that by their nature should continue, such as sections 11, 13, 16, 17, 18 and 21, stay in effect after your account closes.

20. Changes to these Terms

We may update these Terms. The version date appears at the top. For a material change, we will post a notice on the site or email you at least 30 days before it takes effect.

A change does not apply to a registration you already completed. The version in effect when you registered applies to that registration. If you keep using the Service after a change takes effect, you accept it. If you do not agree, you may close your account.

21. Governing law and disputes

The laws of Puerto Rico govern these Terms.

If you have a problem, write to us first. We will try to resolve it within 30 days. If we cannot, either of us may bring the dispute before the courts located in Puerto Rico, which have exclusive jurisdiction unless consumer law gives you the right to bring your claim elsewhere.

Nothing in these Terms limits rights you have under Puerto Rico or United States consumer law that cannot be waived, or your right to file a complaint with a consumer protection agency.

22. General terms and contact

- **Whole agreement.** These Terms, the Privacy Policy and the Refund Policy are the whole agreement between you and Eventivate about the Service. An organizer's own event terms and waivers apply between you and the organizer.
- **If part is invalid.** If a court finds part of these Terms unenforceable, the rest stays in effect.
- **No waiver.** If we do not enforce a term, we may still enforce it later.
- **Transfer.** You may not transfer your rights under these Terms. We may transfer ours to a successor of the Service.
- **Languages.** These Terms are published in English and Spanish. Each version is a translation of the other and both have the same effect.
- **Contact.** Eventivate LLC · support@eventivate.com · (787) 520-0250 · PO Box 57, Cabo Rojo, PR 00623