

Terms and Conditions

The terms that govern your use of Joyna.

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Joyna AI Inc. | Delaware C-Corporation, United States

hello@joyna.community | joyna.ai | joyna.ai/terms-and-conditions

These Terms and Conditions ("Terms") govern your use of Joyna, the AI-powered community discovery concierge operated by Joyna AI Inc. ("Joyna", "we", "us", or "our"), a Delaware C-Corporation. By using the Joyna service in any capacity, whether as a user, a host, or a waitlist registrant, you agree to be bound by these Terms. If you do not agree, do not use the service. These Terms are available at joyna.ai/terms-and-conditions.

These Terms should be read alongside our Privacy Policy, available at joyna.ai/privacy-policy, which forms part of the agreement between you and Joyna AI Inc.

1. Definitions

- "Service": The Joyna platform and all its functionalities, including AI-powered community matching, host listings, and related communications delivered through WhatsApp and the Joyna host portal.
- "User" (also "Member" or "Guest"): An individual who messages Joyna on WhatsApp to discover and join communities.
- "Host": An individual or business that registers through the Joyna host portal to list a community, event, or experience on the platform.
- "Waitlist Registrant": An individual who submits their details through the Joyna landing page prior to the public launch of the Service.
- "Match": A recommendation made by Joyna to a user of one or more communities or events hosted by a Host.
- "Match Data": The proprietary data generated by the Service, including user intent, conversation data, match outcomes, attendance signals, and host quality ratings.
- "Personal Data": Any information relating to an identified or identifiable natural person, as defined under the UK General Data Protection Regulation (UK GDPR).
- "Content": Any information, text, or data submitted to or generated by the Service by users, hosts, or Joyna.

2. Eligibility

You must be at least 18 years of age to use the Service in any capacity. By using Joyna, you represent and warrant that you are at least 18 years old. If you indicate that you are under 18, Joyna will decline to provide the Service and no data from that interaction will be retained.

Joyna reserves the right to suspend or terminate access for any user or host found to be under 18, or who has misrepresented their age.

3. How the Service Works

3.1 For Users (Members and Guests)

Joyna is delivered exclusively through WhatsApp messaging. There is no app to download and no account to create. A user becomes a user of the Service by initiating a conversation with Joyna on WhatsApp. By sending your first message to Joyna, you agree to these Terms and our Privacy Policy.

During the conversation, Joyna will ask a series of qualifying questions to understand what you are looking for. Joyna will then return two to three matched communities or events with links to join or find out more. Joyna may send you a follow-up WhatsApp message after your visit to ask for feedback. You are never obligated to respond.

3.2 For Hosts

Hosts join the Service by messaging Joyna on WhatsApp and following the link provided to register through the Joyna host portal. During registration, hosts are required to tick a box explicitly confirming their agreement to these Terms. Registration is not complete and listing on the platform is not permitted until this confirmation is given.

Hosts are responsible for ensuring that all information submitted through the host portal is accurate, complete, and kept up to date. Inaccurate or misleading listings may result in immediate removal from the platform.

3.3 Waitlist (Pre-Launch)

Prior to the public launch of the Service, individuals may register interest through the Joyna landing page waitlist form. By submitting the waitlist form, you agree to these Terms and our Privacy Policy. Waitlist registration does not guarantee access to the Service and does not constitute a contract for the provision of services.

4. Host Conduct and Obligations

Hosts are granted access to the Joyna platform on the basis that they meet and maintain the following standards at all times:

- Hosts must accurately and honestly represent their community, event, or experience in all listings. Misrepresentation of the nature, format, location, or purpose of a listing is a material breach of these Terms.
- Hosts must not use user information, including a user's first name, for any purpose other than welcoming and facilitating the attendance of that user at the specific event or community to which they were referred by Joyna.
- Hosts must not attempt to contact users outside of the context of the specific event or community to which Joyna referred them, and must not use any user information to build independent contact lists or

databases.

- Hosts must not use the Joyna name, brand, logo, or any association with Joyna in any external marketing, social media, or promotional material without prior written consent from Joyna AI Inc.
- Hosts must not engage in any conduct toward Joyna users that is inappropriate, harassing, discriminatory, or otherwise harmful.

Joyna AI Inc. reserves the right to suspend or permanently remove any host from the platform at its sole discretion, with or without prior notice, if it reasonably believes these standards have been breached or that the host's continued listing poses a risk to users or to Joyna's reputation. No refund of any fees paid will be issued in the event of removal for conduct breaches.

5. User Conduct

Users are expected to engage with Joyna and the communities they are matched to in good faith and with respect. The following conduct is prohibited:

- Using offensive, discriminatory, threatening, or abusive language in any interaction with Joyna or with hosts and their communities.
- Providing false or misleading information during the qualifying conversation, including misrepresenting your age, preferences, or identity.
- Deliberately attempting to manipulate, misuse, or reverse-engineer the Joyna AI system or matching process.
- Using the Service for any commercial purpose, including promoting your own products, services, or communities, without prior written consent from Joyna AI Inc.
- Any conduct that disrupts the experience of other users or the communities they attend.

Joyna reserves the right to block any user from the Service at its sole discretion if their conduct breaches these standards or is otherwise detrimental to the platform or its community.

6. Matching and Introductions

Joyna uses AI-powered matching to recommend communities and events based on the preferences you share during your conversation. All matches are recommendations only. Joyna does not guarantee that any match will be available, suitable, or that you will enjoy the experience.

When Joyna refers a user to a host's community or event, only the user's first name is shared with the host. No other personal information, including phone number, email address, full name, age, or gender, is shared with any host.

Joyna does not facilitate the direct exchange of contact details between users and hosts through the platform. Any further communication between a user and a host takes place outside of the Joyna platform and is entirely the responsibility of the parties involved.

Joyna manages expectations honestly. If the right match does not exist within the current host network, Joyna will say so and offer the closest available alternative. Joyna never fabricates or overstates the suitability of a match.

7. Disclaimer of Liability for Host Conduct and Events

Joyna is a discovery and routing platform. We connect users with community hosts but we are not responsible for, and have no control over, the conduct of hosts, the content or quality of any event or community, or anything that happens to a user before, during, or after attending an event or community recommended by Joyna.

By using the Service, you acknowledge and agree that:

- Joyna AI Inc. is not liable for any injury, loss, damage, harm, or negative experience arising from your attendance at any event or community recommended by Joyna, howsoever caused.
- Joyna AI Inc. is not responsible for the accuracy of information provided by hosts in their listings, and makes no warranty that listings are accurate, complete, or up to date at the time of your attendance.
- Joyna AI Inc. is not a party to any relationship, agreement, or transaction between a user and a host, and accepts no liability arising from such relationships.
- You attend any event or community at your own risk. It is your responsibility to satisfy yourself that any event or community is appropriate and safe for you before attending.

Nothing in these Terms limits or excludes liability for death or personal injury caused by Joyna's own negligence, or for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded under applicable law.

8. Intellectual Property and Match Data

The Joyna platform, including its software, AI models, design, branding, and all content created by Joyna, is the exclusive intellectual property of Joyna AI Inc. and is protected by applicable intellectual property laws. You agree not to copy, reproduce, modify, distribute, or create derivative works from any part of the Service without prior written consent from Joyna AI Inc.

All Match Data generated through the operation of the Service, including but not limited to user intent data, conversation-derived preference data, match outcomes, attendance signals, and host quality ratings, is the sole and exclusive property of Joyna AI Inc. This data is a proprietary asset of the business.

Neither users nor hosts acquire any right, title, or interest in Match Data by virtue of using the Service. Users and hosts acknowledge that the insights, patterns, and models derived from Match Data belong entirely to Joyna AI Inc. and may be used by Joyna AI Inc. for any lawful business purpose, including improving the Service, developing new products, and informing commercial strategy.

Joyna AI Inc. processes all personal data contained within Match Data in accordance with its Privacy Policy and applicable data protection law. The intellectual property claim over Match Data relates to the aggregated, derived, and anonymised insights generated from that data, not to individual users' personal information.

9. Fees and Payment

The Joyna Service is currently free to use for both users and hosts. Joyna AI Inc. reserves the right to introduce fees for any part of the Service in the future. If fees are introduced, Joyna will provide users and hosts with advance notice before any charges take effect. Continued use of the Service after that notice period constitutes acceptance of the new fee structure.

Joyna AI Inc. will not charge any user or host without providing clear advance notice of the amount, frequency, and terms of any fee. You will never be charged without prior notification.

10. Third-Party AI Processing

To deliver the Joyna Service, we use industry-leading artificial intelligence providers. By using the Service, you acknowledge and agree that your conversations and interactions with Joyna may be processed by third-party AI services, currently including Anthropic and OpenAI. Information processed by these services may include the content of your conversations with Joyna and the preferences you share during the qualifying process.

These third-party providers operate under their own privacy policies and security standards and are bound by confidentiality and data processing agreements with Joyna AI Inc. We select providers based on their security practices and compliance with applicable data protection standards.

For more information about how your data is processed by these providers, please contact us at hello@joyna.community.

11. Tracking and Analytics

Joyna AI Inc. may use tracking and analytics technologies on its website and platform, which may include advertising pixels, conversion tracking tools, and similar technologies. These tools help us understand how users discover and interact with the Service and measure the effectiveness of our marketing.

Where specific tracking tools are deployed, details will be updated in our Privacy Policy at joyna.ai/privacy-policy before those tools go live. You may be able to opt out of certain tracking through your browser settings or the settings of the relevant platforms.

12. Safety and Reporting

Joyna is not a substitute for professional advice of any kind, including medical, mental health, legal, or financial advice. If you are in distress or require professional support, please contact the appropriate services.

If you experience or witness conduct through the Service or at any event or community recommended by Joyna that you believe to be inappropriate, harmful, or in breach of these Terms, please report it to us by email at hello@joyna.community. We will review all reports and take appropriate action.

Joyna AI Inc. takes the safety of its users seriously and reserves the right to remove any host or block any user whose conduct is reported and found to pose a risk to others.

13. Data Protection

Joyna AI Inc. processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Full details of how we collect, use, store, and protect your personal data, and how to exercise your data rights, are set out in our Privacy Policy at joyna.ai/privacy-policy.

Our Privacy Policy forms part of the agreement between you and Joyna AI Inc. and should be read alongside these Terms.

14. Termination and Suspension

Joyna AI Inc. reserves the right to suspend or terminate your access to the Service at any time, with or without notice, for any of the following reasons:

- Breach of these Terms by a user or host.

- Conduct that poses a risk to the safety, experience, or wellbeing of other users, hosts, or the platform.
- Provision of false, misleading, or inaccurate information during registration or use of the Service.
- Any other reason at Joyna's sole discretion where continued access is deemed inappropriate or harmful.

Upon termination of a host's account, their listing will be removed from the platform immediately. Host data will be retained for 12 months following deactivation in accordance with our Privacy Policy, after which it will be deleted or anonymised.

Upon termination of a user's access, their conversation data and personal details will be retained in accordance with the retention schedule in our Privacy Policy. Users may request deletion of their data at any time by emailing hello@joyna.community.

Joyna AI Inc. also reserves the right to discontinue the Service entirely, with reasonable notice to users and hosts where practicable.

15. Limitation of Liability

To the maximum extent permitted by applicable law, Joyna AI Inc. shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of, or inability to use, the Service, including but not limited to loss of data, loss of revenue, or loss of opportunity.

The Service is provided on an "as is" and "as available" basis. Joyna AI Inc. makes no warranties, express or implied, about the operation of the Service, its availability, the accuracy of matches, or its fitness for any particular purpose.

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

16. Feedback

Joyna values feedback from users and hosts. By providing feedback to Joyna, whether through the platform or by email, you grant Joyna AI Inc. a worldwide, royalty-free, perpetual, irrevocable licence to use, modify, and incorporate that feedback into the Service or any future product, without restriction or compensation to you.

17. Changes to These Terms

Joyna AI Inc. may update these Terms from time to time to reflect changes in our practices, the law, or the Service. If we make material changes, we will notify users via WhatsApp message and notify hosts by email at least 14 days before the changes take effect. The current version of these Terms is always available at joyna.ai/terms-and-conditions.

Your continued use of the Service after the notification period constitutes your acceptance of the updated Terms. If you do not accept the updated Terms, you must stop using the Service.

18. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law provisions.

Any disputes arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of the courts of the State of Delaware, except where mandatory applicable law requires otherwise.

Nothing in this clause affects the statutory rights of UK users under UK law. UK users retain all rights afforded to them under UK consumer protection legislation and the UK GDPR, which cannot be waived or overridden by these Terms. In particular, data protection matters relating to UK users remain subject to UK GDPR and the jurisdiction of the UK Information Commissioner's Office (ICO).

19. General

- **Entire agreement.** These Terms, together with the Privacy Policy, constitute the entire agreement between you and Joyna AI Inc. in relation to your use of the Service and supersede all prior agreements and understandings.
- **Severability.** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.
- **Waiver.** Failure by Joyna AI Inc. to enforce any right or provision of these Terms does not constitute a waiver of that right or provision.
- **No agency.** Nothing in these Terms creates any partnership, joint venture, employment, or agency relationship between you and Joyna AI Inc.
- **Assignment.** Joyna AI Inc. may assign its rights and obligations under these Terms without notice. You may not assign your rights under these Terms without prior written consent from Joyna AI Inc.

20. Contact Us

For any questions, concerns, or notices relating to these Terms:

- Email: hello@joyna.community
- Website: joyna.ai/terms-and-conditions