Terms of Service

Effective Date: October 1, 2026

Last Updated: October 23, 2026

These Terms and Conditions (“Terms”) govern access to and use of Gathersmith’s website at gathersmith.com and its event registration and operations platform, including related features, services, and public event pages (collectively, the “Services”). The Services are provided by Gathersmith LLC (“Gathersmith,” “we,” “us,” or “our”). By creating an account, accepting these Terms, or accessing or using the Services on behalf of an organization, you agree to these Terms and represent that you are authorized to bind that organization. If you do not agree, do not access or use the Services.

1. Eligibility and Agreement Documents

You must be at least 18 years old and use the Services on behalf of a business, organization, association, or other entity. You represent that you have authority to act for and bind that entity (“Customer”). These Terms, together with any order form, subscription agreement, or other written agreement signed by Gathersmith and Customer (each, an “Order Form”), form the agreement between the parties (the “Agreement”). If an Order Form conflicts with these Terms, the Order Form controls to the extent of the conflict.

2. Accounts and Workspaces

2.1 Customer Workspace

Gathersmith provides each Customer with a private tenant workspace intended to keep that Customer’s workspace and data separate from those of other customers. Customer may use the workspace to manage event registrations and operations, including ticket types, schedules, speakers, sponsors, exhibitors, venue rooms, badges, check-in, tasks, announcements, and public event pages.

2.2 Account Security and Users

Customer is responsible for creating and managing administrator and team-user accounts, assigning appropriate access permissions, and ensuring that its users comply with the Agreement. Customer must keep login credentials confidential, use reasonable security measures, and promptly notify Gathersmith of any suspected unauthorized access or security incident involving an account. Customer is responsible for all acts and omissions of its users and for activity conducted through its accounts, except to the extent caused by Gathersmith’s breach of the Agreement. Customer must not share credentials in a way that bypasses the Services’ account or user controls.

2.3 Customer Authority

The individual accepting these Terms on Customer’s behalf represents that they have authority to bind Customer. Customer is responsible for ensuring that its use of the Services, including its users’ use, complies with the Agreement and applicable law.

3. Subscription, Fees, and Payment

3.1 Plans and Fees

Customer will pay the fees stated in its applicable Order Form or, if there is no Order Form, the fees presented during sign-up or purchase. Unless stated otherwise, fees are payable in U.S. dollars, are non-cancellable, and are non-refundable except as expressly provided in the Agreement or required by law. Customer is responsible for applicable sales, use, value-added, and similar taxes, excluding taxes on Gathersmith's net income. If Customer is required by law to withhold any amount, Customer will gross up the payment so Gathersmith receives the amount it would have received absent the withholding, to the extent permitted by law.

3.2 Billing and Auto-Renewal

Customer authorizes Gathersmith or its payment provider to charge the payment method Customer provides for recurring subscription fees and other amounts due under the Agreement. Subscription term, billing frequency, and renewal period will be stated in the applicable Order Form or at sign-up. Unless the applicable Order Form says otherwise, subscriptions automatically renew for successive periods equal to the then-current subscription term unless either party gives notice of non-renewal before the current term ends. Before completing a purchase that renews automatically, Customer will be shown the applicable renewal terms and recurring charges. Customer may cancel renewal through the account settings, if available, or by contacting gather@gathersmith.com. Cancellation takes effect at the end of the then-current paid term, and Customer remains responsible for fees incurred through that date.

3.3 Price Changes

Gathersmith may change subscription fees for a renewal term by giving Customer at least 30 days' prior notice. A price change will take effect at the start of the next renewal term unless Customer cancels in accordance with Section 3.2 before that term begins. Price changes during a committed subscription term require Customer's agreement unless the applicable Order Form states otherwise.

3.4 Late Payments

If Customer fails to pay an undisputed amount when due, Gathersmith may charge interest at the lesser of 1.5% per month or the maximum rate permitted by law, and may suspend the Services after providing notice and a reasonable opportunity to cure. Customer is responsible for reasonable costs of collection.

4. Free Trials, Beta Features, and Changes to the Services

Gathersmith may offer free trials, previews, or beta, pilot, or experimental features ("Beta Features"). Unless otherwise stated, trial access ends on the date specified at sign-up, after which Customer must purchase a subscription to continue using paid features. Gathersmith may change, limit, or discontinue a trial or Beta Feature at any time. Trials and Beta Features are provided "AS IS" and may be incomplete, unavailable, or subject to different support or security standards. They may not be suitable for production use. Gathersmith may remove or change data associated with a trial or Beta Feature, subject to applicable law and any express written commitment. Gathersmith may update or modify the Services from time to time. We will not materially reduce the core functionality of the paid Services during a current subscription term, except where reasonably necessary for security, legal compliance, or technical reasons.

5. Acceptable Use

Customer and its users must not, and must not permit others to:

1. use the Services in violation of applicable law, regulation, or a third party's rights;
2. upload, publish, transmit, or otherwise use content that infringes intellectual property, privacy, publicity, or other rights;
3. send spam, unsolicited communications, or unlawful marketing to attendees, or use attendee information in violation of applicable marketing or privacy laws;
4. upload or transmit malware, malicious code, or other material intended to damage, disrupt, or gain unauthorized access to systems or data;
5. access or attempt to access another customer's workspace, account, or data without authorization;
6. scrape, crawl, harvest, or extract data from the Services by automated means, except as expressly authorized by Gathersmith;
7. interfere with, disrupt, probe, or compromise the integrity, security, or performance of the Services or related systems;
8. reverse engineer, decompile, disassemble, or attempt to derive source code from the Services, except to the extent applicable law does not permit this restriction;
9. resell, sublicense, or make the Services available to an unauthorized third party; or
10. use the Services in a manner that violates data protection or security laws or the Agreement. Gathersmith may investigate suspected violations. If we reasonably believe that Customer or a user has violated this Section, poses a security or legal risk, or is using the Services in a way that may harm Gathersmith, another customer, or a third party, we may suspend or restrict access as permitted under Section 13.

6. Customer Data and Event Content

6.1 Ownership and Use

"Customer Data" means information, data, and materials that Customer or its users submit to, collect through, or manage in the Services, including event, registration, attendee, speaker, sponsor, exhibitor, and operational information, as well as content displayed on Customer's event pages. As between the parties, Customer retains its rights in Customer Data. Customer grants Gathersmith a non-exclusive, worldwide, limited-term license to host, copy, process, transmit, display, and otherwise use Customer Data as reasonably necessary to provide, secure, maintain, and support the Services, comply with law, and perform the Agreement. Gathersmith may create and use aggregated or de-identified data that does not identify Customer or any individual to analyze, improve, and operate its products and services, and for other lawful business purposes. Gathersmith will not attempt to re-identify data that it has de-identified.

6.2 Customer Responsibilities

Customer is responsible for the accuracy, quality, legality, and use of Customer Data, including attendee information and event content. Customer is responsible for determining and establishing a lawful basis for collecting and using personal data; providing appropriate privacy notices; obtaining any required consents; honoring applicable data subject rights; and ensuring that its public event pages, registration forms, communications, and event practices comply with applicable law. Customer must not submit personal data to the Services unless it has the rights and permissions necessary for Gathersmith to process that data as contemplated by the Agreement.

6.3 Data Processing Roles

Where Gathersmith processes personal data on Customer's behalf in providing the Services, Gathersmith will act as a processor or service provider, and Customer will act as the controller, business, or equivalent role, as applicable under law.

7. Intellectual Property

7.1 Gathersmith Materials

Gathersmith and its licensors retain all rights, title, and interest in the Services, including the platform, software, designs, documentation, technology, and related intellectual property. Except for the limited access rights expressly granted in the Agreement, no rights are transferred to Customer.

7.2 License to Customer

During the applicable subscription term, Gathersmith grants Customer a limited, non-exclusive, nontransferable, non-sublicensable right to access and use the Services for Customer's internal business purposes and to operate its events, subject to the Agreement and applicable Order Form.

7.3 Feedback

If Customer or its users provide suggestions, ideas, or feedback about the Services, Gathersmith may use and incorporate them without restriction or payment, provided that Gathersmith does not identify Customer as the source without permission.

7.4 Trademarks

Neither party may use the other party's name, logo, or trademarks except as expressly permitted under the Agreement or with the other party's prior written consent.

8. Third-Party Services

The Services may connect to or rely on third-party products, integrations, websites, or services ("Third-Party Services"). Third-Party Services are governed by their own terms and privacy practices. Gathersmith is not responsible for Third-Party Services or their availability, security, or acts or omissions. Customer is responsible for reviewing and accepting any applicable third-party terms and for authorizing any data sharing with those services. Gathersmith may change or discontinue an integration where the relevant provider changes, restricts, or ends its service or access.

9. Confidentiality

“Confidential Information” means non-public information disclosed by one party to the other that is marked confidential or that reasonably should be understood to be confidential given its nature or the circumstances of disclosure. Confidential Information includes business, technical, product, security, and pricing information, but excludes information the receiving party can show: (a) is or becomes public through no breach of the Agreement; (b) was already known to it without a confidentiality obligation; (c) is received from a third party without a confidentiality obligation; or (d) is independently developed without use of the disclosing party’s Confidential Information. The receiving party will use the disclosing party’s Confidential Information only to perform or exercise rights under the Agreement, protect it using reasonable care, and disclose it only to personnel, contractors, and professional advisers who need to know it and are bound by confidentiality obligations. A party may disclose Confidential Information when required by law, provided it gives advance notice where legally permitted and reasonably cooperates with efforts to limit the disclosure.

10. Warranties and Disclaimers

Each party represents that it has the authority to enter into the Agreement.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, INCLUDING ANY TRIALS, BETA FEATURES, AND THIRD-PARTY SERVICES, ARE PROVIDED “AS IS” AND “AS AVAILABLE.” GATHERSMITH DISCLAIMS ALL IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. GATHERSMITH DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR AVAILABLE AT ALL TIMES, OR THAT THEY WILL MEET CUSTOMER’S REQUIREMENTS. NOTHING IN THIS SECTION EXCLUDES A WARRANTY THAT CANNOT LAWFULLY BE EXCLUDED.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, ARISING OUT OF OR RELATED TO THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO GATHERSMITH UNDER THE AGREEMENT IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. This limitation applies regardless of the form of action and whether a claim is based on contract, tort, strict liability, or another legal theory. It does not limit liability to the extent such limitation is prohibited by law.

12. Indemnification

12.1 Gathersmith Indemnity

Gathersmith will defend Customer against a third-party claim alleging that Customer's authorized use of the Services infringes that third party's U.S. patent, copyright, or trademark, and will pay damages and costs finally awarded against Customer or amounts agreed in a settlement approved by Gathersmith. Gathersmith has no obligation to the extent a claim arises from Customer Data, Customer's use of the Services contrary to the Agreement, modifications not made by Gathersmith, or combinations with products or services not provided by Gathersmith. If a claim is made or appears likely, Gathersmith may procure the right to continue use, modify or replace the affected Services, or terminate the affected Services and refund any prepaid fees for the unused portion of the subscription term.

12.2 Customer Indemnity

Customer will defend Gathersmith and its affiliates, officers, directors, employees, and agents against any third-party claim arising from or relating to: (a) Customer Data or event content, including allegations that it infringes rights or violates law; (b) Customer's collection, use, disclosure, or processing of attendee or other personal data; (c) Customer's event pages, registration forms, event communications, or event operations; or (d) Customer's or its users' violation of the Agreement or applicable law. Customer will pay damages and costs finally awarded against the indemnified parties or amounts agreed in a settlement approved by Customer.

12.3 Indemnification Procedure

The party seeking indemnification must promptly notify the indemnifying party of the claim, provide reasonable cooperation at the indemnifying party's expense, and allow the indemnifying party to control the defense and settlement. The indemnifying party may not settle a claim in a way that admits fault on behalf of, imposes obligations on, or fails to fully release the indemnified party without that party's prior written consent, not to be unreasonably withheld.

13. Term, Termination, and Suspension

13.1 Term

The Agreement begins when Customer first accepts these Terms or signs an Order Form, whichever occurs first, and continues until all subscriptions have expired or been terminated.

13.2 Termination

Either party may terminate the Agreement or an affected subscription if the other party materially breaches the Agreement and fails to cure the breach within 30 days after written notice. Either party may terminate immediately if the other party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to a bankruptcy or similar proceeding that is not dismissed within the time required by law. Customer may end a subscription by cancelling renewal as described in Section 3.2.

13.3 Suspension

Gathersmith may suspend or restrict access to all or part of the Services if reasonably necessary to address a security risk, unlawful activity, material breach of the Agreement, non-payment of undisputed fees after notice and an opportunity to cure, or a threat to the Services or other customers. Where practicable, Gathersmith will provide notice and an opportunity to resolve the issue before suspension. Gathersmith will limit the suspension to what is reasonably necessary and restore access when the reason for suspension is resolved.

13.4 Effect of Termination and Data Export

Upon expiration or termination, Customer's right to access and use the Services ends, and all fees accrued through the effective termination date remain payable. For 30 days after expiration or termination, Customer may request an export of Customer Data through available export tools or by contacting gather@gathersmith.com, subject to any applicable fees and technical limitations. Gathersmith may delete Customer Data after that period, except to the extent retention is required by law or the data remains in routine backup systems, in which case it will remain protected under the Agreement and be deleted in accordance with Gathersmith's retention practices. Sections that by their nature should survive termination will survive, including provisions concerning fees owed, intellectual property, confidentiality, disclaimers, limitations of liability, indemnification, and general terms.

14. Publicity and References

Unless Customer opts out by notifying Gathersmith at gather@gathersmith.com, Gathersmith may identify Customer by name and logo as a customer in its customer lists and marketing materials. Any use must follow Customer's publicly available brand guidelines provided to Gathersmith. Customer may opt out at any time, and Gathersmith will stop new uses within a reasonable period. This permission does not authorize disclosure of Customer's Confidential Information.

15. Modifications to These Terms

Gathersmith may update these Terms from time to time. We will provide notice of material changes by email, through the Services, or by another reasonable method. Unless a change is required sooner by law or necessary for security, a material change will take effect no earlier than 30 days after notice. Changes will not apply retroactively to a dispute that arose before the change took effect. Customer's continued use of the Services after the effective date of the updated Terms constitutes acceptance. If Customer does not agree to a material change, Customer must stop using the Services and may cancel its subscription as permitted under the Agreement.

16. Governing Law and Dispute Resolution

The Agreement is governed by the laws of Georgia, without regard to its conflict-of-law principles. The state and federal courts located in Cherokee County, Georgia will have exclusive jurisdiction over disputes arising out of or relating to the Agreement, and each party consents to the personal jurisdiction of those courts. Arbitration and class-action waiver: Any dispute arising out of or relating to the Agreement will be resolved by binding arbitration under its applicable rules, in the state of Georgia. Each party waives any right to participate in a class, collective, or representative action, to the extent permitted by law.

17. General Provisions

17.1 Entire Agreement

The Agreement is the entire agreement between the parties regarding its subject matter and supersedes prior or contemporaneous understandings on that subject. Any additional or conflicting terms in a Customer purchase order or similar document are rejected and have no effect unless expressly agreed in a writing signed by both parties.

17.2 Assignment

Customer may not assign or transfer the Agreement, in whole or in part, without Gathersmith's prior written consent. Gathersmith may assign the Agreement to an affiliate or in connection with a merger, reorganization, or sale of all or substantially all of its relevant business or assets. The Agreement binds and benefits each party and its permitted successors and assigns.

17.3 Force Majeure

Neither party is liable for delay or failure to perform caused by circumstances beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, labor disputes, internet or telecommunications failures, government actions, or widespread utility outages. This Section does not excuse Customer's payment obligations for Services already provided.

17.4 Notices

Notices to Gathersmith must be sent to Gathersmith LLC, 1025 Rose Creek Drive, Suite 620-353, Woodstock, GA 30189, Email: legal@gathersmith.com. Gathersmith may send notices to Customer through the Services or to the email address associated with Customer's account. Notices are effective when delivered, or, for email, when sent without an automated delivery failure notice.

17.5 Severability and No Waiver

If a provision of the Agreement is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect. A party's failure to enforce a provision is not a waiver of its right to enforce that provision later.

17.6 Independent Contractors

The parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, employment, or fiduciary relationship between the parties. Neither party may bind the other.

17.7 Electronic Communications

Customer agrees that Gathersmith may provide notices and records electronically, including through the Services or by email. Customer is responsible for maintaining an active email address and access to electronic records.

18. Contact Information

Questions or notices regarding these Terms may be directed to: Gathersmith LLC

1025 Rose Creek Drive, Suite 620-353

Woodstock, GA 30189 Email: gather@gathersmith.com Legal notices: legal@gathersmith.com