

# Terms and conditions of use

## 1. Introduction

- 1.1 These terms and conditions shall govern your use of our blog site and mobile app (Android & iOS).
- 1.2 By using our blog site and mobile app (Android & iOS), you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our blog site and mobile app (Android & iOS).
- 1.3 If you [register with our blog site and mobile app (Android & iOS), submit any material to our blog site and mobile app (Android & iOS) or use any of our blog site and mobile app (Android & iOS) services], we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least [16] years of age to use our blog site and mobile app (Android & iOS); by using our blog site and mobile app (Android & iOS) or agreeing to these terms and conditions, you warrant and represent to us that you are at least [16] years of age.

## 2. Credit

- 2.1 This document was created using a template from SEQ Legal (<https://seqlegal.com>).

## 3. Copyright notice

- 3.1 Copyright (c) 2019 MYBATAZ SARL – COHORA SOLUTIONS
- 3.2 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our blog site and mobile app (Android & iOS) and the material on our blog site and mobile app (Android & iOS); and
  - (b) all the copyright and other intellectual property rights in our blog site and mobile app (Android & iOS) and the material on our blog site and mobile app (Android & iOS) are reserved.

## 4. Permission to use blog site and mobile app (Android & iOS)

- 4.1 You may:
  - (a) view pages from our blog site and mobile app (Android & iOS)
  - (b) download pages from our blog site and mobile app (Android & iOS) for caching in a web browser;
  - (c) print pages from our blog site and mobile app (Android & iOS) [ for your own personal and non-commercial use][, providing that such printing is not systematic or excessive];

- (d) [stream audio and video files from our blog site and mobile app (Android & iOS)]; and

subject to the other provisions of these terms and conditions.

- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our blog site and mobile app (Android & iOS) or save any such material to your computer.
- 4.3 You may only use our blog site and mobile app (Android & iOS) for [[your own personal purposes]]; you must not use our blog site and mobile app (Android & iOS) for any other purposes.
- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our blog site and mobile app (Android & iOS).
- 4.5 Unless you own or control the relevant rights in the material, you must not:
  - (a) republish material from our blog site and mobile app (Android & iOS) (including republication on another blog site and mobile app (Android & iOS));
  - (b) sell, rent or sub-license material from our blog site and mobile app (Android & iOS);
  - (c) show any material from our blog site and mobile app (Android & iOS) in public;
  - (d) exploit material from our blog site and mobile app (Android & iOS) for a commercial purpose; or
  - (e) redistribute material from our blog site and mobile app (Android & iOS).
- 4.6 Notwithstanding Section 4.5, you may redistribute [our newsletter] in [print and electronic form] to [any person].
- 4.7 We reserve the right to suspend or restrict access to our blog site and mobile app (Android & iOS), to areas of our blog site and mobile app (Android & iOS) and/or to functionality upon our blog site and mobile app (Android & iOS). We may, for example, suspend access to the blog site and mobile app (Android & iOS) [during server maintenance or when we update the blog site and mobile app (Android & iOS)]. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the blog site and mobile app (Android & iOS).

## **5. Misuse of blog site and mobile app (Android & iOS)**

- 5.1 You must not:
  - (a) use our blog site and mobile app (Android & iOS) in any way or take any action that causes, or may cause, damage to the blog site and mobile app (Android & iOS) or impairment of the performance,

availability, accessibility, integrity or security of the blog site and mobile app (Android & iOS);

- (b) use our blog site and mobile app (Android & iOS) in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) hack or otherwise tamper with our blog site and mobile app (Android & iOS);
- (d) probe, scan or test the vulnerability of our blog site and mobile app (Android & iOS) without our permission;
- (e) circumvent any authentication or security systems or processes on or relating to our blog site and mobile app (Android & iOS);
- (f) use our blog site and mobile app (Android & iOS) to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (g) [impose an unreasonably large load on our blog site and mobile app (Android & iOS) resources (including bandwidth, storage capacity and processing capacity)];
- (h) [decrypt or decipher any communications sent by or to our blog site and mobile app (Android & iOS) without our permission];
- (i) [conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our blog site and mobile app (Android & iOS) without our express written consent];
- (j) [access or otherwise interact with our blog site and mobile app (Android & iOS) using any robot, spider or other automated means[, except for the purpose of [search engine indexing]]];
- (k) [use our blog site and mobile app (Android & iOS) except by means of our public interfaces];
- (l) [violate the directives set out in the robots.txt file for our blog site and mobile app (Android & iOS)];
- (m) [use data collected from our blog site and mobile app (Android & iOS) for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)]; or
- (n) [do anything that interferes with the normal use of our blog site and mobile app (Android & iOS)].

5.2 You must not use data collected from our blog site and mobile app (Android & iOS) to contact individuals, companies or other persons or entities.

- 5.3 You must ensure that all the information you supply to us through our blog site and mobile app (Android & iOS), or in relation to our blog site and mobile app (Android & iOS), is [true, accurate, current, complete and non-misleading].

## **6. Registration and accounts**

- 6.1 To be eligible for [an account] on our blog site and mobile app (Android & iOS) under this Section 6, you must over 16 and reside anywhere
- 6.2 You may register for an account with our blog site and mobile app (Android & iOS) by [completing and submitting the account registration form on our blog site and mobile app (Android & iOS), and clicking on the verification link in the email that the blog site and mobile app (Android & iOS) will send to you].
- 6.3 You must not allow any other person to use your account to access the blog site and mobile app (Android & iOS).
- 6.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 6.5 You must not use any other person's account to access the blog site and mobile app (Android & iOS)[, unless you have that person's express permission to do so].

## **7. User login details**

- 7.1 If you register for an account with our blog site and mobile app (Android & iOS), [we will provide you with] OR [you will be asked to choose] [a user ID and password].
- 7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.
- 7.3 You must keep your password confidential.
- 7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 7.5 You are responsible for any activity on our blog site and mobile app (Android & iOS) arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **8. Cancellation and suspension of account**

- 8.1 We may:
- (a) [suspend your account];
  - (b) [cancel your account]; and/or
  - (c) [edit your account details],
- at any time in our sole discretion with or without notice to you.

- 8.2 We will usually cancel an account if it remains unused for a continuous period of [24 months].
- 8.3 You may cancel your account on our blog site and mobile app (Android & iOS) [using your settings or account control panel on the blog site and mobile app (Android & iOS)].

## **9. Our rights to use your content**

- 9.1 In these terms and conditions, "your content" means [all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our blog site and mobile app (Android & iOS) for storage or publication on, processing by, or transmission via, our blog site and mobile app (Android & iOS)].
- 9.2 You grant to us a [worldwide, irrevocable, non-exclusive, royalty-free licence] to [use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media] OR [reproduce, store and publish your content on and in relation to this blog site and mobile app (Android & iOS) and any successor blog site and mobile app (Android & iOS)] OR [reproduce, store and, with your specific consent, publish your content on and in relation to this blog site and mobile app (Android & iOS)].
- 9.3 You grant to us the right to sub-license the rights licensed under Section 9.2.
- 9.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.
- 9.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 9.6 You may edit your content to the extent permitted using the editing functionality made available on our blog site and mobile app (Android & iOS).
- 9.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **10. Rules about your content**

- 10.1 You warrant and represent that your content will comply with these terms and conditions.
- 10.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 10.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) [constitute negligent advice or contain any negligent statement];
- (f) [constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity];
- (g) [be in contempt of any court or in breach of any court order];
- (h) [be in breach of racial or religious hatred or discrimination legislation];
- (i) [be blasphemous];
- (j) [be in breach of official secrets legislation];
- (k) [be in breach of any contractual obligation owed to any person];
- (l) [depict violence[ in an explicit, graphic or gratuitous manner]];
- (m) [be pornographic[, lewd, suggestive or sexually explicit]];
- (n) [be untrue, false, inaccurate or misleading];
- (o) [consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage];
- (p) [constitute spam];
- (q) [be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory]; or
- (r) [cause annoyance, inconvenience or needless anxiety to any person].

## **11. Limited warranties**

### 11.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our blog site and mobile app (Android & iOS);
- (b) that the material on the blog site and mobile app (Android & iOS) is up to date;
- (c) that the blog site and mobile app (Android & iOS) will operate without fault; or

- (d) that the blog site and mobile app (Android & iOS) or any service on the blog site and mobile app (Android & iOS) will remain available.

11.2 We reserve the right to discontinue or alter any or all of our blog site and mobile app (Android & iOS) services, and to stop publishing our blog site and mobile app (Android & iOS), at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any blog site and mobile app (Android & iOS) services, or if we stop publishing the blog site and mobile app (Android & iOS).

11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our blog site and mobile app (Android & iOS) and the use of our blog site and mobile app (Android & iOS).

## **12. Limitations and exclusions of liability**

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

12.3 To the extent that our blog site and mobile app (Android & iOS) and the information and services on our blog site and mobile app (Android & iOS) are provided free of charge, we will not be liable for any loss or damage of any nature.

12.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

- 12.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 12.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 12.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the blog site and mobile app (Android & iOS) or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

### **13. Breaches of these terms and conditions**

- 13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to our blog site and mobile app (Android & iOS);
  - (c) permanently prohibit you from accessing our blog site and mobile app (Android & iOS);
  - (d) [block computers using your IP address from accessing our blog site and mobile app (Android & iOS)];
  - (e) [contact any or all of your internet service providers and request that they block your access to our blog site and mobile app (Android & iOS)];
  - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
  - (g) [suspend or delete your account on our blog site and mobile app (Android & iOS)].
- 13.2 Where we suspend or prohibit or block your access to our blog site and mobile app (Android & iOS) or a part of our blog site and mobile app (Android & iOS), you must not take any action to circumvent such suspension or prohibition or blocking[ (including without limitation [creating and/or using a different account])].

### **14. Variation**

- 14.1 We may revise these terms and conditions from time to time.



14.2 [The revised terms and conditions shall apply to the use of our blog site and mobile app (Android & iOS) from the date of publication of the revised terms and conditions on the blog site and mobile app (Android & iOS), and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.] OR [We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our blog site and mobile app (Android & iOS) from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our blog site and mobile app (Android & iOS).]

14.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the blog site and mobile app (Android & iOS), and you must stop using the blog site and mobile app (Android & iOS).

## **15. Assignment**

15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **16. Severability**

16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **17. Third party rights**

17.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **18. Entire agreement**

18.1 Subject to Section 12.1, these terms and conditions[, together with [our privacy and cookies policy],] shall constitute the entire agreement between you and us in relation to your use of our blog site and mobile app (Android & iOS) and shall supersede all previous agreements between you and us in relation to your use of our blog site and mobile app (Android & iOS).

## **19. Law and jurisdiction**

- 19.1 These terms and conditions shall be governed by and construed in accordance with [English law].
- 19.2 Any disputes relating to these terms and conditions shall be subject to the [exclusive] OR [non-exclusive] jurisdiction of the courts of [England].

## **20. Statutory and regulatory disclosures**

- 20.1 We are registered in MYBATAZ S.à R.L., reg. no. B222425 RCS Luxembourg, with registered address at 11 boulevard Prince Henri, L-1724 Luxembourg ("MYBATAZ")

## **21. Our details**

- 21.1 This blog site and mobile app (Android & iOS) is owned and operated by MYBATAZ S.à R.L., under the brand name Cohora
- 21.2 We are registered in [Luxembourg] under registration number [B222425 RCS], and our registered office is at [11 boulevard Prince Henri, L-1724 Luxembourg].
- 21.3 Our principal place of business is at [Luxembourg].
- 21.4 You can contact us:
- (a) [using our blog site and mobile app (Android & iOS) contact form];
  - (b) [by email, using [contact@cohora.com]].