

# End User License Agreement

Last updated: 20 February 2016

**Important – Please read this document carefully. By logging in and using InfoVaya, you accept and agree to these End User License Agreement (EULA) terms and conditions. We reserve the right to change the terms of this agreement but we will provide notice if we do so. Your continued use of InfoVaya following the posting of any modified EULA terms shall constitute your acceptance thereof.**

## License Grant

Subject to the terms and conditions of this EULA, InfoVaya grants to you a personal, non-exclusive, non-transferable, revocable license to log in and use InfoVaya on a personal computer or mobile device that you own or control.

Our services are made available to you for personal and non-commercial use. We reserve all rights not expressly granted in this EULA. All trademarks, copyrights, database rights and other intellectual property rights of any kind in InfoVaya are owned exclusively by us.

## General

Our services allow the sharing of information, and the communication among our members in various ways. This information includes but is not limited to any data, materials, content that you upload, post, publish, submit or transmit using Infovaya. You accept that different members may have different access privileges to this information (role-based access control). You accept that your information will be handled according to our privacy policy and the specific manner that our services have been designed to operate in each case. Where we have made personalisation settings available, we will honour the choices you make. We are not obligated to publish any information or content on our system and we can remove it in our sole discretion, with or without notice. You agree that we may access, store and use any information that you provide in accordance with the terms of our privacy policy.

## Your Obligations

- You must be at least 18 years old to be eligible to use our services.
- You must use your real and full name.
- Your profile information must be truthful and up-to-date.
- You must use a strong password that you must keep private and secure.
- If you suspect that a third party has gained access to your account, you must change your password immediately and report this to us.
- You must not allow other people to log in to Infovaya via your account.
- You are responsible for any content that you upload and any material, opinion or comment posted on your account or sent via message from your account.
- You must not upload any material or information if you do not own the rights to this material or information or do not have permission from the copyright owner to distribute this material or information.
- You must not upload digital images without a signed photo release from individuals that might be appearing in these images.
- You accept full liability for any misuse of our services originating from your account unless you have previously reported any suspected compromise of your account to us by email.
- You must use our services responsibly and with professionalism.
- You must not violate the law or abuse the rights of any individual or insult people and their beliefs or act dishonestly.

- You must not use abusive language or harass or harm or disturb others in any way through our services.
- You must not upload offensive materials / text / comments.
- You must not use our services to advertise or promote or support companies or ideas/ideologies or individuals.
- You must not disclose or share or make any use of any data, materials or content available within InfoVaya without explicit permission from the owner of this information.
- You accept to receive notices and service messages from us.
- You must not violate our intellectual property rights.
- You must not monetize in any way information, services or features of our system.
- You must not provide any information related to InfoVaya to any competitive service or company.
- You must not copy or modify or reverse engineer or exchange or decompile or disassemble or create derivative works of our system or services or technologies.
- You must not monitor our system's availability or performance or functionality for any competitive purpose.
- You must not loan, lease, sub-license or otherwise attempt to grant rights in our system to third parties.
- You must not undermine in any way the operation and security of our system and services.

## **Our Rights**

You declare that you own the content and information that you submit or post to our system. You agree to grant us the following non-exclusive rights: a worldwide, transferable and sub-licensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways: (a) you can end this license for specific content by deleting such content from our system, or generally by closing your account, unless you have already shared it with other members through our services (please allow for the reasonable time it will take us to remove such content from backup and/or other components); (b) we will not include your content in advertisements for the products and services of others without your separate consent.

We will try our best (but we are not obligated) to adopt any suggestions or other feedback you may submit to us. We can use and share in our discretion any such feedback for any purpose without compensation to you.

We may change, suspend or end any service in our discretion. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others upload, except to the extent required by applicable law and as noted in our privacy policy.

You may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. We generally do not review content provided by our members. You agree that we are not responsible for such content or information or for any damages as result of your use of or reliance on it. In case you have any suspicions or doubts or concerns regarding any information or content posted by other members, please report it to us immediately.

You are responsible for deciding if you want to access or use third party apps or sites that link from our services. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information.

We reserve the right to restrict, suspend, or terminate your account if we believe that you may be in breach of our terms of use and privacy policy.

We reserve our rights to our intellectual property (trademarks, logos, system design and layout, system components, system functions and features).

### **Disclaimer and limit of liability**

To the extent allowed under law, we: (a) disclaim all implied warranties and representations; (b) do not guarantee that our services will run without interruption or errors; (c) provide our services on an “as is” and “as available” basis.

To the extent allowed under law, we are not liable to you or others for any malicious or offensive behaviour by our users, any caused damages (including reputational), any misuse of our services, any violations of this EULA or applicable law, any losses (data, revenue, profits, time, opportunities), which could arise out of or be related to our services.

In the event that one or more of the provisions of this EULA shall be found illegal or unenforceable, then such provisions shall be deemed struck and other provisions of this EULA shall remain in full force and effect.

### **Termination**

You can terminate this agreement at any time with notice to us. On termination, your account will be cancelled, and you have no right to access our services.

We may terminate this EULA at any time at our sole discretion with or without notice to you. Upon any termination, the rights and licenses granted to you herein shall terminate. Additionally, your rights under this EULA will terminate automatically if you fail to comply with any terms of this EULA. All provisions which by their nature would reasonably be expected to survive this EULA will survive this EULA.

### **Dispute resolution**

Any dispute relating to this agreement shall be resolved in English courts under English Law.