

Terms and Conditions of Zahoree web app

These Terms govern

- the use of this Application, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

This Application is provided by:

Infolink Technology Solutions
2880 Zanker Road, Suite 203
San Jose, CA 95134

Owner contact email: data-protection@zahoree.ai

The following documents are incorporated by reference into these Terms:

- Our User Responsibilities (https://drive.google.com/file/d/1gX-3q2YFVc_sTF8rHn-8BXovn3uTEJRW/view?usp=sharing)

What the User should know at a glance

- **Usage of this Application and the Service is age restricted** : to access and use this Application and its Service the User must be an adult under applicable law.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Application.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Application, Users confirm to meet the following requirements:

- Users must be recognized as adult by applicable law;

Content on this Application

Unless where otherwise specified or clearly recognizable, all content available on this Application is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Application infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on this Application - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Application, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Application, the User may download, copy and/or share some content

available through this Application for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Access to provided content

Content that Users provide to this Application is made available according to the criteria outlined within this section.

Private content

Private content provided by Users shall stay private and will not be shared with any third parties or accessed by the Owner without the User's explicit consent.

Users may (and are encouraged to) check on this Application to find details of who can access the content they provide.

Access to external resources

Through this Application Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Application and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including denying Users access to this Application or the Service, terminating contracts, reporting any misconduct performed through this Application or the Service to the competent authorities - such as judicial or administrative authorities - whenever Users are suspected to be in violation of any laws, regulations, third-party rights and/or these Terms, including, but not limited to, by engaging in any of the following activities:**

Conduct restrictions

- pretending to fulfill any possible condition or requirements for accessing this Application and/or using the Services, such as for instance being adult according to law or qualifying as a Consumer;
- concealing their identity or stealing someone else's identity or pretend to be or represent a third-party, if not allowed to do so by such third-party;
- manipulating identifiers to disguise or otherwise conceal the origin of their messages or of the content posted;
- defaming, abusing, harassing, using threatening practices, threatening or violating the legal rights of others in any other way;
- promoting activity that may endanger the User's life or the life of any other User or lead to physical harm. This includes but is not limited to suicide threats or instigations, intentional physical trauma, the use of illegal drugs, or excessive drinking. Under no circumstance is any User allowed to post any content promoting and/or encouraging and/or showing any self-destructive or violent behavior on this Application;
- probing, scanning or testing the vulnerability of this Application, including the services or any network connected to the website, nor breaching the security or authentication measures on this Application, including the services or any network connected to this Application;
- installing, embedding, uploading or otherwise incorporating any malware into or via this Application;
- using this Application or the technical infrastructure in an abusive, excessive or otherwise inappropriate way (for example: for spamming purposes);
- attempting to disrupt or tamper with the technical infrastructure in a manner that harms or places an undue burden on this Application or the Service;

Content restrictions

- disseminating or publishing content that is unlawful, obscene, illegitimate, libelous or inappropriate;
- publishing any content that promotes, either directly or indirectly, hate, racism, discrimination, pornography, violence;
- disseminating or publishing any content that is false or may create unjustified alarm;
- using this Application to publish, disseminate or otherwise provide content protected by intellectual property laws, including but not limited to patent, trademark or copyright law, unlawfully and without the legitimate right-holder's consent;
- using this Application to publish, disseminate or otherwise make available any other content which infringes on any third-party rights, including but not limited to state, military, trade or professional secrets and personal data;
- publishing any content or carrying out any activity that disrupts, interrupts, harms, or otherwise violates the integrity of this Application or another User's experience or devices. Such activities include: spamming, distributing unauthorized advertisements, phishing, defrauding others, spreading malware or viruses etc.;

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of this Application must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Definitions and legal references

This Application (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Owner (or We)

Indicates the natural person(s) or legal entity that provides this Application and/or the Service to Users.

Service

The service provided by this Application as described in these Terms and on this Application.

Terms

All provisions applicable to the use of this Application and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

User (or You)

Indicates any natural person or legal entity using this Application.

Latest update: October 09, 2023