

## **Terms and Conditions (“Terms”)**

### **1. Introduction**

Please read these Terms and Conditions (“Terms”) carefully before using the <https://yocle.net> website and/or the YOCLE app (the website and the app are together referred as the “Service”) operated by YOCLE (“us”, “we”, or “our”). YOCLE is developed by Eireann Limited.

Our Service is for education and research purpose. The Service is work in progress. You use our Service at your own risk. Please carefully read the DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY and Indemnification parts of this Terms.

### **Your Agreement to the Terms**

By accessing, registering or using the Service, including the website and/or the app, you acknowledge that you have read, understood, and agreed to be bound by the Terms. The Terms apply to all visitors and users who access or use the Service. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. If you disagree with any part of the terms, do not access or use the Service.

### **2. Privacy Policy**

YOCLE is committed to responsibly handling the information and data we collect through our Service in compliance with our Privacy Policy. Please review the Privacy Policy so you are aware of how we collect and use your personal information.

### **3. Accounts**

You agree to (a) set up only one account, (b) only provide accurate and current information about yourself (though use of an alias or nickname that you go by in reality in lieu of your legal name is allowed), (c) maintain the security of your passwords and identification, (d) promptly update the email address listed in connection with your account to keep it accurate so that we can contact you, and (e) be fully responsible for all uses of your account.

You must not share your account with anyone or use accounts other than yours. Failure to comply with the above obligations constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

### **4. Personal Information and Content**

#### **Personal Information**

The personal information you provide on your profile is accessible by all users. Content posted or shared as public means that all users can access, use and associate it with you. Where we have made settings available, you can decide the visibility of the content or information (such as the visibility of the skills and activities on your profile).

### **Content Supplied by You**

*Your Responsibility:* You represent, warrant, and agree that no content posted or otherwise shared by you on or through any of the Service (“your content”), violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libelous, defamatory, or otherwise unlawful material.

*Licensing Your Content:* You retain any Intellectual Property Rights that you may have in your content. You hereby agree to grant us non-exclusive license to use, copy, modify, distribute, publish, and process your content. You can end such license by deleting your content or deleting your account, unless your content is shared, copied, stored by others and they have not deleted it. We will obtain your consent if we share your content to a third party outside of our Service. We may edit and make formatting changes to your content without changing its meaning.

*Removal:* We may, but is not obligated to, review your content and may delete or remove your content (without notice) from any of the Service in its sole discretion.

Any personal information or content accessed, used and stored by us are in accordance with our Privacy Policy.

## **5. Our Rights**

We reserve all Intellectual Property Rights of our Service.

We may change or discontinue our Service.

We may terminate or suspend your account, access to or use of our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

## **6. Prohibited Conduct**

### **Violating laws and rights:**

You may not (a) use any Service for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

### **Solicitation:**

You may not use the Service or any information provided through the Service for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.

**Disruption:**

You may not use the Service in any manner that could disable, overburden, damage, or impair the Service, or interfere with any other party's use and enjoyment of the Service; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Service, or violating any regulation, policy, or procedure of any network, equipment, or server.

**Harming others:**

You may not post or transmit Content on or through the Service that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;

You may not intimidate or harass another through the Service.

**Impersonation or unauthorized access:**

You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Service;

You may not use or attempt to use another's account or personal information without authorization; and

You may not attempt to gain unauthorized access to the Service, or the computer systems or networks connected to the Service, through hacking password mining or any other means.

## **7. Governing Law**

These Terms shall be governed and construed in accordance with the laws of Hong Kong, Special Administrative Region (Hong Kong SAR), without regard to its conflict of law provisions. The parties agree that any disputes between YOCLE and you concerning these Terms, and/or any of the Service may only brought in a court of Hong Kong SAR.

Either party's failure to insist on or enforce strict performance of any of the Terms will not be construed as a waiver of any provision or right.

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **8. DISCLAIMER OF WARRANTIES**

YOU USE OUR SERVICE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOCLE OFFERS THE SERVICE (INCLUDING ALL CONTENT AVAILABLE ON OR THROUGH THE SERVICE) AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SERVICE, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOCLE DOES NOT WARRANT THAT THE FUNCTIONS OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT MADE AVAILABLE ON OR THROUGH THE SERVICE WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SERVERS USED BY YOCLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOCLE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OF THE CONTENT AVAILABLE THROUGH THE SERVICE IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.

## **9. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOCLE BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICE, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SERVICE (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF YOCLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOCLE IS NOT RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON OR AVAILABLE THROUGH THE SERVICE (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO THAT CONTENT), FOR YOUR USE OF THE SERVICE, OR FOR THE CONDUCT OF THIRD PARTIES ON OR THROUGH THE SERVICE.

Certain jurisdictions do not permit the exclusion of certain warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **10. Indemnification**

To the extent authorized by law, you agree to indemnify and hold harmless YOCLE, its employees, officers, directors, affiliates, and agents from and against any and all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting directly or indirectly from or arising out of (a) your violation of the Terms, (b) your use of any of the Service, and/or (c) the content you make available on any of the Service.

## **11. Changes of the Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide a notice or inform you via your registered email address prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

You are advised to review these Terms periodically for any changes. Changes to this Policy are effective when they are posted on this page.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## **12. Contact Us**

If you have any questions about the Terms, please contact us at [yocle.help@gmail.com](mailto:yocle.help@gmail.com).