**TERMS AND CONDITIONS**

**Welcome to CozyPotato!**

CozyPotato Is owned and operated by SkonLabs LLC.

These are the terms and conditions for:

* **CozyPotato App** **(Android and iOS version – Available on Google Play and App store)**
* **<https://cozypotato.com>**

By registering, downloading and using the application, you agree to be bound by these terms and conditions and our Privacy Policy. If you do not accept all of these terms, then you may not use the application and services. In these terms, "we", "us", "our" and CozyPotato refers to CozyPotato and "you" and “your" refers to you, the user of CozyPotato.

The following terms and conditions apply to the website, application and services offered by CozyPotato. This includes the mobile and tablet versions as well as any other version of CozyPotatoaccessible via desktop, mobile, tablet, social media or other devices.

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, USING OR OBTAINING ANY PRODUCT, INFORMATION OR SERVICE FROM THE “COZYPOTATO” APPLICATION.

**ACCEPTANCE OF TERMS**

This agreement sets forth legally binding terms for your use of CozyPotato. By downloading and using the CozyPotato application, you agree to be bound by this agreement. If you do not accept the terms of this agreement, you should not download the application and discontinue use of the service immediately. We may modify this agreement from time to time, and such modification shall be effective upon its posting on CozyPotato. You agree to be bound by any modification to this terms and conditions when you use CozyPotato after any such modification is posted; it is therefore important that you review this agreement regularly.

We may modify this agreement from time to time, and such modification shall be effective upon its posting on CozyPotato. You agree to be bound by any modification to this agreement when you use CozyPotato after any such modification is posted; it is therefore important that you review this agreement regularly.

You represent and warrant that all registration information you submit is accurate and truthful; and that your use of the platform does not violate any applicable law or regulation. Company may, in its sole discretion, refuse to offer the platform to any entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the platform is revoked in such jurisdictions.

**ELIGIBLITY**

You may use the application and services only if you can form a binding contract with CozyPotato, and only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

The use of this website and application for children under 13 years is prohibited and older children should be supervised and given appropriate guidance in their use of our platform and services. It is the responsibility of parents and legal guardians to determine whether any of the content and/or services are appropriate for their child.

By downloading and using the application and services, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

**COZYPOTATO**

CozyPotato Is owned and operated by SkonLabs LLC.

CozyPotato offers through the application personalized reviews and recommendation of Movies, Series, Documentaries, Books etc. CozyPotato also offers its users the possibility to create paid ads in our application.

The CozyPotato application is available for iOS and Android and downloadable through Google Play and Apple Store.

For more information about the app, please contact us, through our contact information, our support team will be attentive and available to answer your questions and concerns.

**USERS**

Only people on the user's contact list can be invited to download and use the application. If you wish to register in the CozyPotato application, you must read this agreement and indicate your acceptance during the registration process. By registering on the application, you also accept the provisions of the privacy policy. In consideration of your use of the service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the applicable laws and jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on CozyPotato, (b) maintain and promptly update your registration data to keep it true, accurate, current and complete. If we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CozyPotato reserves the right to suspend or terminate your account and refuse any and all current or future use of the service (or any portion thereof) at any time and without any notification.

**ACCOUNT AND SECURITY**

If you register on CozyPotato, you will be required to choose a password and you may be asked for additional information regarding your account, such as your phone and name. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify CozyPotato of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another User’s account without prior authorization from CozyPotato. CozyPotato will not be liable for any loss or damage arising from your failure to comply with this Agreement.

**ACCOUNT DELETION AND TERMINATION**

The users may terminate their accounts any time, for any reason, by following the instructions on CozyPotato. That termination will only result in the deletion of the account and the deletion of all the personal data granted to CozyPotato.

CozyPotato reserves the right to terminate your account or your access immediately, with or without notice to you, and without liability to you, if CozyPotato believes that you have breached any of these terms, furnished CozyPotato with false or misleading information, or interfered with use of the website or the service by others.

**SUBSCRIPTIONS**

CozyPotato may offer access to certain parts of the service on a subscription basis. Subscriptions shall be for a specified term selected by you through the service.

When you place an order for a subscription, you are offering to buy the subscription for the advertised price declared on the application. Please check the price and characteristics of the subscription, before placing an order.

When a website user with the intent to purchase a subscription on the website, places an order, CozyPotato will send that user an email to confirm that the order has been received. This email confirmation will be produced automatically so that the user has confirmation of their subscription details.

CozyPotato may cancel any sale and not supply services if it is reasonable to do so and may change or discontinue the availability of the monthly plans at any time at its sole discretion. This does not affect your Statutory Rights.

**PAYMENTS**

All payments to CozyPotato are handled securely. Subscriptions will be paid through “Stripe” (credit card) and “PayPal”.

Payment will be debited from your credit card or PayPal account, immediately on you placing the order. Upon processing a transaction, we will issue you with an electronic transaction receipt which will be sent to the email address you provide.

Your payment information will be treated and safeguarded with total security and with the exclusive purpose of processing the purchase of the services. CozyPotatoreserves the right to contract any payment platform available in the market, which treats your data for the exclusive purpose of processing the purchase of the services.

**DISCLAIMER**

Even though we work very hard to provide you with up-to-date information, we make no representations or warranties of any kind (expressed or implied) about the completeness, accuracy, reliability, suitability or availability of any information, products, services or related movies, series, documentaries, books, photographs, graphics contained on CozyPotato application for any purpose. Our aim to provide you with accurate information at the time of publishing, but some information will understandably be less accurate as time passes. Should you find any inaccurate information, please do not hesitate to contact me, and we can update said info as soon as possible.

**LICENSE TO USE THE PLATFORM**

CozyPotato gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by CozyPotato as part of the services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by CozyPotato, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

The user agrees not to use the platform and the services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the user agrees not to partake in any conduct or action that could damage the image, interests or rights of the CozyPotato application or third parties.

**RESALE OF SERVICES**

Users may not resell any portion of the content or the functionality of the platform, to any other party without prior written permission from CozyPotato, which may be granted or withheld in CozyPotato sole discretion.

**SECURITY COMPONENTS**

You understand that CozyPotato and software embodied within CozyPotato may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by CozyPotato and/or content providers who provide content to CozyPotato platform. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into CozyPotato.

**COPYRIGHT**

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**COPYRIGHT COMPLAINTS**

CozyPotato respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any materials provided on or in connection with the CozyPotato website and application infringe upon your copyright or other intellectual property right, please send the following information to:

1. Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
2. A statement specifically identifying the location of the infringing material, with enough detail that CozyPotato may find it on the CozyPotato website and application.  Please note: it is not sufficient to merely provide a top-level URL.
3. Your name, address, telephone number and e-mail address.
4. A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
5. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.
6. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

**USER CONTENT**

Certain features of the application may permit users to upload content, which may be comprised of messages, images, text, and others and to publish that user content on the application. You retain any Copyright that you may hold in the user content that you post to the application. Nevertheless, we need certain permission from you in order to publish the content. CozyPotato is not responsible for the accuracy, safety or legality of user content published in the application. Users are solely and exclusively responsible for their content and the consequences of publishing their content.

**LICENSE GRANT TO COZYPOTATO**

By providing user content through the application, you grant CozyPotato a worldwide, non-exclusive, royalty-free, fully paid (with the right to sublicense) right and license to host, store, transfer, display, perform, reproduce, modify, publish and share with other authorized users your user content on the application for the sole purpose of achieving optimal performance of the application.

**USER CONTENT REPRESENTATIONS AND WARRANTIES**

CozyPotato disclaims any and all liability in connection with User Content. You are solely responsible for your user content and the consequences of providing user content via the service. By providing user content via the Service, you affirm, represent, and warrant that:

a) You are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize CozyPotato and users of the service to use and distribute your user content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by CozyPotato, the Service, and these Terms.

b) Your User content, and the use of your user content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause CozyPotato to violate any law or regulation.

c) Your user content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

d) Your user content does not and will not contain Hateful Content, a Threat of Physical Harm, or Harassment.

**USER CONTENT DISCLAIMER**

We are under no obligation to edit or control user content that you or other users post or publish, and will not be in any way responsible or liable for User Content. CozyPotato may, however, at any time and without prior notice, screen, remove, edit, or block any user content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the service, you will be exposed to user content from a variety of sources and acknowledge that user content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against CozyPotato with respect to user content. If notified by a user or content owner that user content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the user content, which we reserve the right to do at any time and without notice. For clarity, CozyPotato does not permit copyright-infringing activities on the Service.

**CONTENT REVIEW**

CozyPotato does not control and does not have any obligation to monitor: (a) User Content; (ii) any content made available by third parties; or (iii) the use of the services by its users. You acknowledge and agree that CozyPotato reserves the right to, and may from time to time, monitor any and all information transmitted or received through the service for operational and other purposes. If at any time CozyPotato chooses to monitor the content, CozyPotato still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

**PERSONAL DATA**

Any personal information you post on or otherwise submit in connection with the services and the use of the application, will be used in accordance with our Privacy Policy. When you use the CozyPotato application, you agree for us to collect and store your personal information. The personal information collected is also used to check the correctness of identification and do necessary checks. In giving the information you also agree for us to message or communicate with you unless you tell us not to. Please refer to our Privacy Policy.

**NON-COMMERCIAL USE**

The service may not be used in connection with any commercial purposes, except as specifically approved by CozyPotato. Unauthorized framing of or linking to any of CozyPotato is prohibited. Commercial advertisements, affiliate links, and other forms of content without notice and may result in termination of the account.

**THIRD PARTIES**

CozyPotato contains content of third-party licensors to CozyPotato, which is protected by copyright, trademark, patent, trade secret and other laws. CozyPotato owns and retains all rights, title and interest in the content. CozyPotato hereby grants to you a limited, revocable, non-sublicensable license to stream and/or view the content and any third party content located on or available through CozyPotato or services (excluding any software code therein as set forth above) solely for your personal, non-commercial use in connection with viewing CozyPotato and using the services.

Any dealings with third parties included within or on CozyPotato involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. CozyPotato is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on CozyPotato does not constitute an endorsement or recommendation of such third party or the product or services of such third party by CozyPotato or any of its employees, officers, independent contractors, agents or other representatives. Any reference to any third party on CozyPotato is provided to you for informational purposes only. CozyPotato encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While CozyPotato works to ensure the information on CozyPotato is current and accurate.

**PROHIBITED ACTIVITIES**

The content and information available on the website and application (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such Content and information, is proprietary to CozyPotato or licensed to the CozyPotato by third parties. For all content other than your content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software or services obtained from or through the website. Additionally, you agree not to:

1. Use the services or content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this agreement and related guidelines as made available by CozyPotato.
2. Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.
3. Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services.
4. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
5. Deep-link to any portion of the services for any purpose without our express written permission.
6. "Frame", "mirror" or otherwise incorporate any part of the services into any other websites or service without our prior written authorization.
7. Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by CozyPotato in connection with the services.
8. Circumvent, disable or otherwise interfere with security-related features of the services or features that prevent or restrict use or copying of any Content.
9. Download any Content unless it’s expressly made available for download by CozyPotato.

**DISCLAIMER OF WARRANTIES**

CozyPotato will provide its services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.

Because of the nature of the Internet CozyPotato provides and maintains the Website and application on an "as is", "as available" basis and makes no promise that use of the website and application will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our Website and application may from time to time contain links to other web sites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use **the application**in breach of these terms you will be liable to and will reimburse CozyPotatofor any loss or damage caused as a result.

CozyPotatowill not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, CozyPotatoexcludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to CozyPotato and CozyPotatoshall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

* Any incorrect or inaccurate information on CozyPotato.
* Any interruptions to or delays in updating CozyPotato.
* The infringement by any person of any Intellectual Property Rights of any third party caused by their use of **the application**or any product or service purchased through **the**application.
* Any loss or damage resulting from your use or the inability to use the application or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
* Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
* Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from **The Website and application**, or from transmissions via emails or attachments received from CozyPotato**.**
* All representations, warranties, conditions and other terms which but for this notice would have effect.

**ELECTRONIC COMMUNICATIONS**

No responsibility will be accepted by CozyPotato for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any Cleaner User, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

**INDEMNIFICATION**

You agree to defend and indemnify CozyPotato from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

* Your breach of this agreement or the documents referenced herein.
* Your violation of any law or the rights of a third party.
* Download the CozyPotato application.
* Your use of the CozyPotato application.

**CHANGES AND TERMINATION**

We may change the application, website and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the site constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning.

**ASSIGNMENT**

This agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CozyPotato without restriction.

**INTEGRATION CLAUSE**

This agreement together with the [Privacy Policy](https://www.doyouyoga.com/privacy/) and any other legal notices published by CozyPotato, shall constitute the entire agreement between you and CozyPotato concerning and governs your use of the applicationlication, website and the service.

**DISPUTES**

# You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of theCozyPotato website and application**,** will be settled by binding arbitration between you and CozyPotato, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and CozyPotato are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and CozyPotato otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

**HEADINGS**

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms set forth the entire understanding and agreement between us with respect to the subject matter therein.

**FINAL PROVISIONS**

These Terms are governed by the law of USA. Use of CozyPotato application and website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our Platform or information provided to or gathered by us with respect to such use.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.