

## **CERCA Terms of Service**

*This Terms of Service was last modified on April 1, 2021.*

Welcome to CERCA! Please carefully read on to learn the rules and restrictions that govern your use of our website, products, services, and applications (the “Services”).

If you have any questions or comments about these Terms or about CERCA’s Services, please feel free to contact us at [cerca.world@gmail.com](mailto:cerca.world@gmail.com).

**1. INTRODUCTION:** These Terms of Service (the “Terms”) are a binding contract between you and CERCA (“CERCA” “we” and “us”), so please take a few moments to read these Terms carefully before using CERCA’s services.

You must agree to and accept all of the Terms, or you do not have the right to use the Services. Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. Your access to and use of the Services are conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Services. By accessing or using the Services you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have permission to access the Services.

**2. MODIFICATION:** CERCA reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice. If we modify these Terms, we will either post a notification of the modification on our website or otherwise provide you with notice of the change. The date of the last modification will also be posted at the beginning of these Terms. It is your responsibility to check from time to time for updates. By continuing to access or use CERCA’s Services, you accept and agree to be bound by any modified Terms.

**3. PRIVACY POLICY:** These Terms include the provisions in this document, as well as those in the Privacy Policy [\[insert link\]](#). Our Privacy Policy discusses how we collect, process, and disclose personal information through these Services, so please read that policy carefully as well.

**4. USER ELIGIBILITY:** If you are younger than 13, you may not download or use CERCA or access or provide any content. In compliance with the requirements of the Children’s Online Privacy Protection Act (COPPA), CERCA does not knowingly collect any information about or market to children under the age of 13. If you are age 13 or older but under the age of 18, you may use CERCA only under the supervision of a parent or legal guardian who agrees to be bound by the Terms of Service and the Privacy Policy. If you are a parent or legal guardian agreeing to the Terms for the benefit of a child who is 13 or older but under the age of 18, you are fully responsible for his or her use of CERCA. If you notice or suspect that a user is under 13, please contact us immediately at [cerca.world@gmail.com](mailto:cerca.world@gmail.com).

**5. ACCEPTABLE USE:** CERCA hereby grants you permission to use the services provided such use is in compliance with these Terms, and you further specifically agree that your use will adhere to the following restrictions and obligations where you agree not to use the services:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To impersonate or attempt to impersonate CERCA, a CERCA employee, another user, or any other person or entity (including, without limitation, by using email addresses or social media profiles associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of CERCA, or may harm the owners and operators of CERCA.

Additionally, you agree not to:

- Use CERCA in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of CERCA.
- Use any robot, spider, or other automatic device, process, or means to access CERCA for any purpose, including monitoring or copying any of the material on CERCA.
- Use any robot, spider, or other automatic device, process, or means to access CERCA to damage or deny access to CERCA.
- Access CERCA without authorization or exceed authorized access in the transmission of programs, information, or code that damages CERCA or its servers.

- Provide false or modified geolocation information to CERCA (including, without limitation, providing false location information in order to triangulate another user's location).
- Using CERCA to attempt to triangulate another user's location in any manner.
- You may be required to sign up for an account, and select a password and user name ("User ID"). You may not select as your User ID the name of a person or entity you don't have the right to use, or another person or entity's name with the intent to impersonate that person or entity. Only you may use your account and you may not transfer your account to anyone else.

CERCA is a space for people to stay connected each other; however, it is important that our services are used in a way that respects and protects all of the members of our platform. We will not allow you to use CERCA in a way that makes others feel unsafe. Harassment includes, but is not limited to, the following list of behaviors, all of which are prohibited on CERCA:

- Stalking or ignoring another person's established personal physical boundaries;
- Making implicit and/or explicit physical threats to others;
- Sharing content that abuses, bullies, or degrades another person;
- Creating accounts that spread harassment or hate, such as through abusive usernames or inappropriate profile pictures;
- Sharing or threatening to share private sexually suggestive or explicit content;
- Sharing or threatening to share other people's private information without their express authorization and permission; or
- Impersonating other people, whether or not they are CERCA users.

If you engage in any of these behaviors, CERCA reserves the right to terminate your account immediately or take any other action that, in our sole discretion, we deem appropriate (including, but not limited to, reporting the activity to law enforcement).

If you experience any of these behaviors, please do not hesitate to reach out to our team at [cerca.world@gmail.com](mailto:cerca.world@gmail.com).

**6. USER ACCOUNTS:** To access CERCA, you may be required to provide certain registration details or other information. It is a condition of your use of CERCA that all the information you provide is correct, current, and complete. All information you provide to register with this Website or otherwise is governed by our Privacy Policy [\[insert link\]](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You may have the option to link your CERCA account to certain third-party sites or services, such as Facebook and Google (each, a "Third-Party Account"). In order to do so, you will authorize the provider of your Third-Party Account to share certain content and/or information with us. Please note that the specific information of yours that is transmitted from any Third-Party Account to us is governed by the agreement(s) you have with that Third Party Account.

**7. INTELLECTUAL PROPERTY RIGHTS:** CERCA and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) (together, the "Content") are owned by CERCA, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You have no right to sublicense the license rights granted in this section. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, transmit, broadcast or otherwise exploit CERCA, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by CERCA or its licensors, except for the licenses and rights expressly granted in these Terms.

**8. USER GENERATED CONTENT:** We may, at our sole discretion, permit you to post, upload, publish, submit or transmit content, including but not limited to profile pictures ("User Content").

By submitting any User Content on or through CERCA, you grant to CERCA a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license,

sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content, in any media, in order to operate, promote, improve, or market the Services.

You acknowledge and agree that you are solely responsible for all User Content. Accordingly, you represent and warrant that you have all rights, licenses, consents and releases that are necessary to grant to CERCA the license above.

CERCA is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of CERCA.

**9. TERMINATION AND MONITORING:** CERCA has the right to:

- Remove any User Accounts for any reason in our sole discretion.
- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms of Service, including our Content Standards, infringes any intellectual property other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for CERCA.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of CERCA.
- Terminate or suspend your access to all or part of the CERCA for any reason, including violations of these Terms, violation of any applicable laws, or to protect the safety or property of other users, CERCA, or third parties.

Upon receipt of your request to delete your account, and except as set forth below, we will remove your account and associated information within a reasonable time period. Please note that any information you have submitted to publicly accessible areas may not be removeable.

**10. THIRD PARTY CONTENT:** By using CERCA, CERCA may provide you with access to third party websites, information, and services, including but not limited to third party databases, networks, servers, software, programs, systems, directories, applications, or products. You hereby acknowledge that CERCA does not control such third-party websites and services, and cannot be held responsible for their content, operation, or use. CERCA does not give any representation, warranty, or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of content, information, or services provided by such third-party websites and services. CERCA disclaims any and all responsibility or liability for any harm resulting from your use of such third-party websites and services, and you hereby irrevocably waive any claim against CERCA with respect to the content or operation of any such third-party websites and services.

**11. WARRANTIES:** YOU HEREBY ACKNOWLEDGE THAT YOU ARE USING CERCA AT YOUR OWN RISK. THE SERVICES AND CONTENT ARE PROVIDED "AS IS," AND CERCA, ITS AFFILIATES AND ITS THIRD-PARTY SERVICE PROVIDERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, EXPRESS OR IMPLIED, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM. CERCA, ITS AFFILIATES, AND ITS THIRD-PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES OR OTHER MALWARE WILL BE TRANSMITTED THROUGH THE SERVICES.

Because some states do not permit disclaimer of implied warranties, you may have additional consumer rights under your local laws.

**12. LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$20 OR THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE APPLICABLE CONTENT, PRODUCT, OR SERVICE OUT OF WHICH LIABILITY AROSE.

**13. INDEMNIFICATION:** To the fullest extent allowed by applicable law, you agree to indemnify and hold CERCA, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third-party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

**14. FEEDBACK:** We welcome and encourage you to provide feedback, comments and suggestions for improvements to CERCA ("Feedback"). You agree that CERCA has the right, but not the obligation, to use such Feedback without any obligation to provide you credit, royalty payment, or ownership interest in any changes made to CERCA.

**15. NOTICES:** Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by CERCA (a) via email (in each case to the address that you provide); (b) by posting to the website; (c) or through in app-notifications.

**16. NO WAIVER:** No waiver by CERCA of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the CERCA to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

**17. ASSIGNMENT:** You may not assign or transfer these Terms, by operation of law or otherwise, without CERCA's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. CERCA may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

**18. SEVERABILITY:** If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

**19. GOVERNING LAW:** Your access to the App, as well as this Privacy Policy are governed and interpreted by the laws of the State of Massachusetts, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Massachusetts. By using the App, you are consenting to the exclusive jurisdiction of the courts of the United States and the State of Massachusetts. You agree that such courts shall have in personam jurisdiction and venue and waive any objection based on inconvenient forum.

**20. ENTIRE AGREEMENT:** These Terms constitute the entire agreement between you and CERCA regarding your use of CERCA's Services and supersede all prior written or oral agreements.