

# BLRRD TERMS AND CONDITIONS

## 1. Introduction.

**These Terms of Use are effective as of November 16, 2016.**

By accessing or using the Blrrd website at [www.blrrd.co](http://www.blrrd.co) and service, or any applications (including mobile applications) made available by us (together, the "Service"), however accessed, you agree to be bound by these terms of use ("Terms of Use"). This page tells you the terms on which you may use the Service, whether as a registered user or guest, and the terms on which we collect and process any personal data received from you, as well as information about our use of cookies in relation to the Service. **Please read these terms carefully before use. By using the Service, you accept the terms and agree to obey them. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.**

This website is operated by Odise Vila, an individual who is established at *Rue des Moulins, Reims, France* and whose email address is [odisevila@blrrd.co](mailto:odisevila@blrrd.co)

This Website is not for use by any minors (defined as those who are under 13 years of age), and you must not use this Website if you are a minor.

## 2. Intellectual Property Rights.

We are the owner or licensee of all rights to the intellectual property and material contained in the Service and posted on this Website, and all such rights are reserved. They are protected by copyright. The Blrrd name and logo may not be copied, imitated or used, in whole or in part, without prior written permission from us.

You are allowed to print one copy and download extracts of any page on the Website for your personal reference, but not for commercial use without a licence from us. You must not otherwise copy in any way or re-sell any part of the Website. You must not alter anything, or use any illustrations, video, audio or photographs separately from the text that goes with them. If you

breach these Terms, you lose your right to use the Service, and must destroy or return any copies you have made.

### 3. Restrictions.

You are expressly and emphatically responsible for the following:

1. Not posting violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic, obscene, offensive or sexually suggestive or explicit photos or other content via the Service.
2. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, you agree that you will not create an account for anyone other than yourself. By using the Service, you agree to us handling the information you provide and also represent that all information you provide upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
3. You agree that you will not solicit, collect or use the login credentials of other Blrrd users.
4. You are responsible for keeping your password and other security information secret and secure. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and any identification codes).
5. You must not defame, stalk, bully, abuse, harass, annoy, deceive, threaten, impersonate or misrepresent or intimidate people or entities, harm or attempt to harm minors, invade somebody else's privacy, and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
6. You may not use the Service for any illegal or unauthorized purpose or do anything fraudulent or which has a fraudulent effect or which encourages or assists anything that breaks the law. You agree to comply with all laws, rules and regulations applicable to your use of the Service and your Content (defined below), including but not limited to, copyright laws. If you don't, we may suspend your usage of the Service, or stop it completely.
7. You are solely responsible for your conduct and any data, text, files, information,

usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Service, including via any interactive services. All contributions must be accurate (if they are factual), genuine (if they state opinions) and within the law.

8. You must not change, modify, adapt or alter the Service, suggest any endorsement by us or association with us unless we agree in writing, or change, modify or alter another website so as to falsely imply that it is associated with the Service or Blrrd.
9. You must not access Blrrd's private API by means other than those permitted by Blrrd.
10. You must not create or submit unsolicited advertising material, email, comments, likes or other forms of commercial or harassing communications (a/k/a "spam") to any Blrrd users.
11. You must not use domain names or web URLs in your username without prior written consent from us.
12. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Blrrd page is rendered or displayed in a user's browser or device.
13. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
14. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use or any other Blrrd terms.
15. Violation of these Terms of Use may, in our sole discretion, result in termination of your Blrrd account. You understand and agree that Blrrd cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of the Service to you.

## 4. Your Content.

With respect to the Content that you post on or through the Service, you grant us a non-exclusive, worldwide, irrevocable, fully-paid, royalty-free, transferable, sublicensable license to use, reproduce, adapt (in particular, to 'blur' all photos posted), publish, translate and distribute it in

any and all media and for any purpose (subject to our privacy promises and any privacy settings you have set to control who can see your Content). Any information or Content that you voluntarily disclose for posting to the Website becomes available to the public.

Your Content must be your own and must not infringe any third party's rights. You agree that if anyone else claims to own your Content, or says that it breaches their rights, we can remove that Content from this Website at any time, and for any reason, without notice and we can give them your identity.

We reserve the right to remove any Content from the Website for any reason, without prior notice. Content removed from the Website may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, we encourage you to maintain your own backup of your Content. In other words, we are not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. We will not be liable to you for any modification, suspension, or discontinuation of the Service, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.

You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set out in these Terms; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

If we terminate your access to the Service or you deactivate your account, your photos, comments, view times, followers, and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your photos), but those materials and data may persist and appear within the Website (e.g., if your Content has

been re-shared by others).

Some of the Website may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that we may place such advertising and promotions on the Website or on, about, or in conjunction with your Content without any payment being or becoming due to you. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.

## 5. Privacy

We are committed to protecting and respecting your privacy. Whenever we process personal data about you or your company, we at all times comply with our obligations under UK Data Protection Laws and Regulations.

You acknowledge and agree that we may collect, process, use and disclose personal data about you in order to carry out and improve the Service, process your details (including the details you provide us with on registration), record and carry out any transactions you carry out via the Service and any Content you upload to the Website, contact you with queries, process any complaints, investigate any breach of these Terms and for related purposes such as analysis and updating our client records, crime prevention and legal and regulatory compliance purposes. You agree to our handling your personal data in this way and to the transfer of this information to other countries (including countries outside the EEA) for storage, processing and use by us.

We reserve the right to send you certain communications, such as service announcements, account verification and administrative messages and other communications relating to the Service, without offering you the opportunity to opt out of receiving them. If you are already

our customer, we will only contact you electronically about things similar to what was previously sold to you.

We may disclose your information to a potential buyer if we want to sell our business, if we have a legal obligation to do so, or in order to protect other people's property, safety or right, or we can exchange information with others to protect against fraud or credit risks.

Following termination or deactivation of your account, we or our service providers may retain information (including your profile information) and Content for a commercially reasonable time for backup, archival, and/or audit purposes.

The Website may, from time to time, contain links to and from external websites controlled by third parties. If you follow a link to any of these websites, please note that they have their own terms of use and privacy policies and that we do not accept any responsibility of liability for these terms and policies or any loss you suffer from using them.

The Data Protection Act 1998 gives you the right to see information we hold about you. We can charge you a fee (currently £10) for this service.

## 6. Cookies

The Website uses cookies, which are small text files (made up of letters and numbers) placed on your device if you agree, and which distinguish users and improve the Website. Cookies help us to understand who has seen which pages, determine how frequently particular pages are visited, recognise you and your preferences on future visits you make to the Website, improve the Website's performance and collect analytical information.

‘Session cookies’ allow us to track your actions during a single browsing session, but they do not remain on your device afterwards. ‘Persistent cookies’ remain on your device between sessions. We use them to authenticate you and to remember your preferences. We can also use them to balance the load on our servers and improve your experience on the Website.

Session and persistent cookies can be either first or third party cookies. A first party cookie is set by the website being visited; a third party cookie is set by a different website. Both types of cookie may be used by us.

Most web browsers automatically accept cookies, though you do not have to. All our cookies fall within the classifications Strictly Necessary, Functionality and Performance. None are classified as Behavioural Targeting. We do not control the use of cookies by third parties.

If at any time you wish to disable cookies then you may block them by activating the setting on your browser that allows you to do this. Please note, however, that by disabling cookies you may not be able to register with us or use certain important features of the Service. We will not be held liable for any such impaired functionality. For more information on cookies and how to disable them, you can consult the information provided by the Interactive Advertising Bureau at <http://www.allaboutcookies.org>.

## 7. No warranties.

This Website is provided “as is,” with all faults, and we exclude, as far as legally possible, all terms and warranties or promises implied by law or by statutes. In particular, we do not make any representations or warranties of any kind in relation to your Content, security associated with the transmission of information, or fitness for purpose. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you and you shouldn’t rely on any material on the Website. We exclude all legal responsibility and costs for reliance placed on the Website by anyone.

We frequently update the Website and make changes to it, but we do not have to do this, and material on the Website may be out-of-date. We can withdraw or change the Service at any

time without telling you and for any reason and without being legally responsible to you.

## 8. Limitation of liability.

Although it is our intention for the Service to be available as much as possible, there will be occasions when the Website may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

We do not guarantee that the Website will be error free or the accuracy of material on the Website.

We will try to assess risks on the Website (especially for children) and will moderate any interactive content if we think it is appropriate. Please note, however, that we are not required to moderate our interactive service(s). We will not be responsible for any loss to anyone who does not use the Service according to our standards (whether or not we have moderated the service). You agree that we are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users.

AS FAR AS LEGALLY POSSIBLE, WE EXCLUDE LEGAL RESPONSIBILITY TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE BLRRD CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY US OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS,



BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION; OR (H) DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF INCOME, LOSS OF BUSINESS, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

We do not exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not permitted under law.

## 9. Indemnification.

You hereby agree to reimburse and indemnify us to the fullest extent from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) we incur arising out of or in any way related to your breach of any of the provisions of these Terms.

## 10. Computer Offences.

If you do anything which is a criminal offence under the Computer Misuse Act 1990, your right to use the Service will end straightaway. We will report you to the relevant authorities and give them your identity. (Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.)

You must not try to get access to the Service or server or any connected database or make any 'attack' on the Service. We won't be legally responsible to you for any damage from viruses or other harmful material that you pick up via the Service.

## 11. Suspension and Termination.

If we think you have breached these Terms, we will take whatever steps we think are necessary. These might include:

- Stopping your use of the Service temporarily or permanently
- Removing material you have put on the Website
- Sending you a warning
- Taking legal action
- Telling the appropriate authorities

We exclude legal responsibility and cost for actions we take to deal with your breach(es) of our Terms.

## 12. Severability and Waiver.

If any provision of these Terms is found to be unenforceable or invalid under any applicable law during arbitration or by a court of competition jurisdiction, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

Our failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a

further or continuing waiver of such term or condition or any other term or condition.

## 13. Variation of Terms.

We are permitted to revise these Terms at any time as we see fit, and by using the Service you are expected to review such Terms on a regular basis to ensure you understand them because they are binding on you.

## 14. Assignment.

We may assign, transfer, and subcontract our rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms, in whole or in part.

## 15. Entire Agreement.

These Terms, including any legal notices, other policies, terms and disclaimers contained on this Website, constitute the entire agreement between us and you in relation to your use of the Service, and supersede all prior agreements and understandings with respect to the same.

## 16. Governing Law & Jurisdiction.

These Terms will be governed by and construed in accordance with the laws of England, and all disputes are governed solely by English law.

## 17. Contact Us

Please email us at [odisevila@blrrd.co](mailto:odisevila@blrrd.co) to communicate with us about any issues or questions you have relating to the Service.

