Terms of service

Thank you for using edyx!

**Basic Terms**

You must be 13 years or older to use this website/application.

You may not post nude, partially nude, sexually suggestive, objectionable, violent or non-adult content.

You are responsible for any activity that occurs under your screen name.

You are responsible for keeping your password secure.

You must not abuse, harass, threaten, impersonate or intimidate other edyx users.

You may not use the edyx service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.

You are solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links ("Content") that you submit and post at the edyx service.

You must not modify, adapt or hack edyx or modify another website so as to falsely imply that it is associated with edyx.

You must not crawl, scrape, or otherwise cache any content from edyx including but not limited to user profiles and photos.

You must not create or submit unwanted email or comments to any edyx members ("Spam").

You must not use web URLs in your name without prior written consent from edyx.

You must not transmit any worms or viruses or any code of a destructive nature.

You must not, in the use of edyx, violate any laws in your jurisdiction (including but not limited to copyright laws).

Violation of any of these agreements will result in the termination of your edyx account. While edyx prohibits such conduct and content on its site, you understand and agree that edyx cannot be responsible for the Content posted on its web site and you nonetheless may be exposed to such materials and that you use the edyx service at your own risk.

**General Terms**

These Terms of Service ("Terms") govern your access to and use of edyx’s website, products, and services ("Products"). Please read these Terms carefully, and contact us if you have any questions. By accessing or using our Products, you agree to be bound by these Terms and by our Privacy policy. You also confirm you have read and agreed to our Cookies policy (below terms of service).

**1. Using edyx**

**a. Who can use edyx**

You may use our Products only if you can form a binding contract with edyx, and only in compliance with these Terms and all applicable laws. When you create your edyx account, you must provide us with accurate and complete information. Any use or access by anyone under the age of 13 is prohibited. If you open an account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. Some of our Products may be software that is downloaded to your computer, phone, tablet, or other device. You agree that we may automatically upgrade those Products, and these Terms will apply to such upgrades.

You can use edyx unless you're under 13.

**b. Our license to you**

Subject to these Terms and our policies (including our Community guidelines), we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Products.

**2. Your content**

**a. Posting content**

edyx allows you to post content, including photos, video, links, and other materials. Anything that you post or otherwise make available on our Products is referred to as "User Content." You retain all rights in, and are solely responsible for, the User Content you post to edyx.

If you post your content on edyx, it still belongs to you but we can show it to people and others can save it.

**b. How edyx and other users can use your content**

You grant edyx and our users a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, save, modify, create derivative works, perform, and distribute your User Content on edyx solely for the purposes of operating, developing, providing, and using the edyx Products. Nothing in these Terms shall restrict other legal rights edyx may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms or our policies.

**c. How long we keep your content**

Following termination or deactivation of your account, or if you remove any User Content from edyx, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, edyx and its users may retain and continue to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute any of your User Content that other users have stored or shared through edyx.

**d. Feedback you provide**

We value hearing from our users, and are always interested in learning about ways we can make edyx more awesome. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, edyx does not waive any rights to use similar or related Feedback previously known to edyx, or developed by its employees, or obtained from sources other than you

Also, don't post porn or spam or be a jerk to other people on edyx. Oh, and we can actually use your suggestions to make Edyx better. Write us everytime you think about something a feedback to us via the feedback form.

**3. Copyright policy**

edyx has adopted and implemented the edyx Copyright policy in accordance with the Digital Millennium Copyright Act and other applicable copyright laws. For more information, please read our Copyright policy

**4. Security**

We care about the security of our users. While we work to protect the security of your content and account, edyx cannot guarantee that unauthorized third parties will not be able to defeat our security measures. We ask that you keep your password secure. Please notify us immediately of any compromise or unauthorized use of your account.

You can help us fight spammers by keeping these security tips in mind.

**5. Third-party links, sites, and services**

Our Products may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by edyx. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from edyx, you do so at your own risk and you agree that edyx will have no liability arising from your use of or access to any third-party website, service, or content.

Links to content off of edyx. Most of that stuff is awesome but we're not responsible when it's not.

**6. Termination**

Edyx may terminate or suspend this license at any time, with or without cause or notice to you. Upon termination, you continue to be bound by Sections 2 and 6-12 of these Terms.

We reserve the right to refuse service to anyone.

**7. Indemnity**

If you use our Products for commercial purposes without agreeing to our Business Terms as required by Section 1(c), as determined in our sole and absolute discretion, you agree to indemnify and hold harmless edyx and its respective officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of our Products, (b) your User Content, or (c) your breach of any of these Terms.

If we are sued because of something your business does on edyx, you have to pay our costs.

**8. Disclaimer**

The Products and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied.

edyx SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

edyx takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our Products. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

Unfortunately, people post bad stuff on user-generated content sites like edyx. We take that kind of thing seriously but you still might run into it before we have a chance to take it down. If you see bad stuff, please report it to us. This you can do directly at the post itself via the REPORT-BUTTON.

**9. Limitation of liabil**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, edyx SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL edyx'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE PRODUCTS EXCEED ONE HUNDRED U.S. DOLLARS (U.S. $100.00).

We are building the best service we can for you but we can't promise it will be perfect. We're not liable for various things. If you think we are, let's try to work it out like adults.

**10. Arbitration**

For any dispute you have with edyx, you agree to first contact us and attempt to resolve the dispute with us informally. If edyx has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Unless you and edyx agree otherwise, the arbitration will be conducted in the county where you reside. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, except that edyx will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed $75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND edyx ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

To the extent any claim, dispute or controversy regarding edyx or our Products isn’t arbitrable under applicable laws or otherwise: you and edyx both agree that any claim or dispute regarding edyx will be resolved exclusively in accordance with Clause 11 of these Terms.

**11. Governing law and jurisdiction**

These Terms shall be governed by the laws of Switzerland, without respect to its conflict of laws principles. We each agree to submit to the personal jurisdiction of a state court located in Switzerland.

**12. General term**

**Notification procedures and changes to these Terms**

edyx reserves the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if we so choose. We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you. By continuing to access or use the Products after 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 Products.

If we're making a big change to the terms, we'll let you know.

**Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by edyx without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

**Entire agreement/severability**

These Terms, together with the Privacy policy and any amendments and any additional agreements you may enter into with edyx in connection with the Products, shall constitute the entire agreement between you and edyx concerning the Products. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

**No waiver**

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and edyx's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Cookies policy

**Cookies on edyx**

Our privacy policydescribes how we collect and use information, and what choices you have. One way we collect information is through the use of a technology called “cookies.” We use cookies for all kinds of things on edyx.

What’s a cookie?

When you go online, you use a program called a “browser” (like Apple’s Safari or Google’s Chrome). Most websites store a small amount of text in the browser—and that text is called a “cookie.”

**How we use cookies**

We use cookies for lots of essential things on edyx—like helping you log in and tailoring your edyx experience. Here are some specifics on how we use cookies.

**What we use cookies for Personalization**

Cookies help us remember which posts, tags, people or Websites you’ve interacted with so we can show you related content you might like.

We also use cookies to help advertisers show you interesting ads. For example, if you bought a tent from an advertiser, they could ask us to show you an ad for a camping stove. Learn more about the types of information advertisers share with us.

**Preferences**

We use cookies to remember your settings and preferences, like the language you prefer and your privacy settings.

**Log in**

Cookies let you log in and out of edyx.

**Security**

Cookies are just one way we protect you from security risks. For example, we use them to detect when someone might be trying to hack your edyx account or spam the edyx community.

**Analytics**

We use cookies to make edyx better. For example, these cookies tell us how many people use a certain feature and how popular it is, or whether people open an email we send.

We also use cookies to help advertisers understand who sees and interacts with their ads, and who visits their website or purchases their products.

**Service providers**

Sometimes we hire security vendors or use third-party analytics providers to help us understand how people are using edyx. Just like we do, these providers may use cookies.

**Where we use cookies**

We use cookies on edyx.com, in our mobile applications, and in our products and services (like ads, emails and applications).

There are a few ways you can choose how cookies are used on edyx:

In the Personalization section of your settings, you can decide whether we use info from our partners and other services to customize edyx for you.

Your browser probably gives you cookie choices. For example, most browsers let you block “third party cookies,” which are cookies from sites other than the one you’re visiting. Those options vary from browser to browser, so check your browser settings for more info.

Some browsers also have a privacy setting called “Do Not Track,” which we support. This setting is another way for you to decide whether we use info from our partners and other services to customize edyx for you.