

# TERMS OF USE

This page informs you about the terms and conditions under which you may access, browse or use the publicly available areas of ZIHOP (our “app” / “website” / “site”). We ask you to read these Terms of Use diligently before you start using our app to ensure that you understand each provision. By using ZIHOP, you agree to be bound by these Terms of Use and you agree to comply with them. If you do not agree to these terms of use, you must not use our app.

## 1. Our products and services

We provide a number of products and services. Please note that your use of the ZIHOP are governed by separate terms, details of which are made available to you in the relevant sections of our app.

## 2. No warranties

This app is provided “as is” without any representations or any warranties, whether express or implied. ZIHOP makes no warranties in relation to this app or any of the information and materials provided on this app. Without prejudice to the foregoing paragraphs, ZIHOP does not warrant that the app will be constantly available, or available at all, secure, or uninterrupted, free of viruses or other harmful components; or that the information on this app is complete, true, accurate or non-misleading. Additionally, nothing contained on this app constitutes or is meant to constitute any kind of consulting or advice to you. The disclaimers and exclusions under these terms of use will not apply to the extent prohibited by applicable law.

## 3. Disclaimer and Liability

We take great care in the preparation of the content of our app. Though this is important to us, we will not be responsible for any errors or omissions or for any technical problems you may experience with ZIHOP. The quality of our content is important to us, so please let us know, if you experience errors or find inconsistencies or mistakes; we’ll try to correct that as soon as possible. We make no representations, warranties or give guarantees, whether express or implied, that the content on our app is accurate, complete, or up-to-date. To the extent permitted by law, we exclude all liability (in contract, in negligence or otherwise) for any loss or damage which you or any third party may incur in connection with our app, any website linked to it and any materials posted on it.

## **5. Intellectual Property**

We are the owner or licensee of all copyrights, trademarks, trade secrets, brand names, business names, trade names, images, logos, registered or unregistered designs, patents and other intellectual property rights which appear on our app and material published thereon. You agree that you will not use any of these for any unlawful or infringing purpose. You agree not to reproduce or distribute any of these materials in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs) without express written permission from us. You may not in any way copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any content on our app in any way except as reasonably required to use our app and evaluate products and services offered by us.

## **6. Limitation of Liability**

To the maximum extent permitted by applicable law, under no circumstances shall we, our directors, officers, employees or contractors be responsible or liable for any loss or damages whatsoever, including (without limiting the generality of the foregoing) any direct, indirect, incidental, special, punitive or consequential damages, arising from or in connection with your use of, access to or your reliance on, or your inability to use or access, our website/app, any contents of this website/app, any external links on this website/app, any website linked to this website/app, or any contents thereof, or any website linking to this website/app, or any contents thereof. Under no circumstances will we be responsible for any damage, loss or injury resulting from hacking, tampering with, or other unauthorized access or use of our website/app or your account or the information contained therein.

## **8. Viruses and bugs**

We try our best to ensure our website/app is free from viruses and bugs. Yet, we do not guarantee this. You are responsible to ensure that devices you use to access our website/app are adequately protected from viruses or any other kind of malware.

## **9. Linking to our app**

You may link to app as long as you do so in a way that is fair and legal and does not damage our reputation. You are not allowed to establish a link in way that suggests any form of association, approval or endorsement on our part where none exists.

## **10. Variations**

We are permitted to revise these Terms at any time as we see fit. By using our app you are expected to review the Terms of Use on a regular basis to ensure you understand all terms and conditions governing the use of our app.

## **11. Severability**

If any of these Terms of Use is found to be unenforceable or invalid under any applicable law, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law.

## **12. Indemnification**

With the use of our app, you 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) arising out of or in any way related to your breach of any of the provisions of these Terms of Use.

## **13. Reasonableness**

By using this app, you agree that the exclusions and limitations of liability set out in these Terms of Use are reasonable. If you do not think they are reasonable, you must not use this app.

## **14. Governing law and jurisdiction**

This Terms of Use and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement.

## **13. Contact and Feedback**

If you would like to contact us or provide feedback, please get in touch by emailing us at [contact@zihop.fr](mailto:contact@zihop.fr)

These Terms of Use were last modified on November 2018.