



## Terms of Use – Last Updated on February 26, 2021

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## AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and the EASE – Entrepreneurs for Autonomy, Self-development, and Equality – consortium, concerning your access to and use of the [EASE website](#) (“Website”). You agree that by accessing the Website, you have read, understood, and agreed to be bound by the Terms of Use. IF YOU DO NOT AGREE WITH THE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEBSITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Website from time to time are hereby incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to the Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review the Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any received Terms of Use by your continued use of the Website after the data such revise Terms of Use are posted.

The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Website is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Website (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us and are protected by copyright and trademark laws. The Content and the Marks are provided on the Website for your information and personal use only. Except as expressly provided in the Terms of Use, no part of the Website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Website, so you are granted a limited license to access and use the Website and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted in and to the Website, the Content, and the Marks.



## USER REPRESENTATIONS

By using the Website, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Website through automated or non-human means, whether through a bot, script, or otherwise; (4) you will not use the Website for any illegal or unauthorized purpose; (5) your use of the Website will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend, or terminate, your account and refuse any and all current or future use of the Website (or any portion thereof).

## PROHIBITED ACTIVITIES

You may not have access or use the Website any purpose other than that for which we make the Website available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

## USER GENERATED CONTRIBUTIONS

The Website does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Website, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information, or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Website and through third-party websites. As such, any contributions you transmit may be treated in accordance with the Website Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights;
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize use, the Website, and other users of the Website to use your Contributions in any manner contemplated by the Website and the Terms of Use;
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Website and the Terms of Use;
4. Your Contributions are not false, inaccurate, or misleading;
5. Your Contributions are not unsolicited or unauthorized advertising, promotional, materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);



7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people;
9. Your Contributions do not violate any applicable law, regulation, or rule;
10. Your Contributions do not violate the privacy or publicly rights of any third party;
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap;
14. Your Contributions do not otherwise violate, or link materials that violates, any provision of the Terms of Use, or any applicable law or regulation.

Any use of the Website in violation of the foregoing violates the Terms of Use and may result in, among other things, termination or suspension of your rights to use the Website.

## CONTRIBUTION LICENSE

You and the Website agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Website, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area of the Website. You are solely responsible for your Contributions to the Website and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Website (“Submissions”) provided by you to us are nonconfidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree



there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in our Submissions.

## WEBSITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Website for violations of the Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or the Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict, access to, limit the availability of, or disable (to extent technology feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Website in a manner designed to protect our rights and property and to facilitate the proper functioning of the Website.

## TERM AND TERMINATION

The Terms of Use shall remain in full force and effect while you use the Website. WITHOUT LIMITING ANY OTHER PROVISION OF THE TERM OF USE, WE RESERVE THE RIGHTS TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE (INCLUDING BLOCKING CERTAIN IP ADDRESS), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION ON THE WEBSITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Website at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Website. We also reserve the right to modify or discontinue all or part of the Website without notice at any time. We will not be liable to your or any third party for any modification, suspension, or discontinuance of the Website.

We cannot guarantee the Website will be available at all time. We may experience hardware, software, or other problems or need to perform maintenance related to the Website, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Website at any time or for any reason without notice to you.



You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Website during any downtime or discontinuance of the Website. Nothing in the Terms of Use will be construed to obligate us to maintain and support the Website or to supply any correction, updates, or releases in connection therewith.

## GOVERNING LAW

The Terms of Use shall be governed and defined following the laws of Portugal. The EASE consortium and you irrevocably consent that the courts of Portugal shall have exclusive jurisdiction to resolve any dispute which may arise in connection with the Terms of Use.

## CORRECTIONS

There may be information on the Website that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update, the information, on the Website at any time, without prior notice.

## DISCLAIMER

THE WEBSITE IS PROVIDED ON AN AS-IS AND AS-AVALIABLE BASIS. YOU AGREE THAT YOUR USE OF THE WEBSITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANT WEBSITES LINKED TO THE WEBSITE AND WE WILL ASSUME NO LIABILITY OR RESPOSABILITY FOR ANY (1) ERRORS, MISTAKES, OR INACURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (3) ANT UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY ALL PERSONAL INFORMATION, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (6) ANY ERROS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERSITED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE, ANY HYPERLINK WEBSITE, OR ANY WEBSITE FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF SERVICES.



## LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR PARTNERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our partners from and against any loss, damage, liability, claim, or demand made by any third party due to arising out of: (1) use of the Website; (2) breach of the Terms of Use; (3) any breach of your representations and warranties set forth in the Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; (5) any overt harmful act toward any other user of the Website with whom you connected via the Website. Notwithstanding the foregoing, we reserve the rights to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## USER DATA

We will maintain certain data that you transmit to the Website for the purpose of managing the performance of the Website, as well as data relating to your use of the Website. Although we perform regular routine backup data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Website. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## ELETRONIC COMMUNICATIONS AND SIGNATURE

Visiting the Website, sending us email, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE THAT THE USE OF ELECTRONIC SIGNATURES AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US VIA THE WEBSITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which requires an original



signature or delivery or retention of non-electronic records by any means other than electronic means.

## MISCELLANEOUS

The Terms of Use and any policies or operating rules posted by us on the Website or in respect to the Website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of the Terms of Use shall not operate as a waiver of such right or provision. The Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of the Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from the Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of the Terms of Use or use of the Website. You agree that the Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of the Terms of Use and the lack of signing by the parties hereto to execute the Terms of Use.

## CONTACT US

In order to resolve a complaint regarding the Website or to receive further information regarding use of the Website, please contact us at:

[contact.ease@ease.aproximar.com](mailto:contact.ease@ease.aproximar.com)

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