

## Terms and Conditions of Use



We at **Vigor Loop Co.**, as defined in this website's imprint ("we" or "our" or "us") would like to make available to you, - our customers, followers and community - the best products, content and services at any time, on our website, and to continue to develop these products, content and services in collaboration with you. It is important for the company to establish a clear set of rules to guide how it interacts with others and to define its core values in order to be successful. These Terms of Use are intended to establish a framework for our products, content, and services between you and us, and as such, to facilitate our interactions.

### **Application scope**

These Terms of Use apply to the use of any products, content or services that we make freely available to you through our websites. Using the content includes visiting and browsing our web pages, signing up for events, newsletters, and similar offers, downloading and streaming our content, or registering and creating an account (such features may be disabled or enabled anytime).

### **The obligations you have as a user**

We believe that good manners and rules of conduct are prerequisites for successful collaboration and social interaction online. It is our policy that all our content is for your personal use only, which means you cannot use it for any commercial or other profit-making activities. Cooperation with us includes complying with applicable laws, not violating our rights or the rights of third parties, and using content solely in a manner consistent with these rules, without destroying, damaging, or otherwise exploiting it.

In addition, we value mutual respect and consideration for others. Therefore it is important that any content that you post using our services does not contain any form of hate speech, defamation, or be otherwise likely to reflect negatively on us or someone else.

In order for everything to run smoothly, we must all be responsible for the content that we own or control. Therefore, you must ensure that all information you provide us is accurate, complete, and current at all times during our cooperation.

### **Ending this cooperation**

We reserve the right to terminate this cooperation at any time if we determine that things are not working between us, in particular, if you violate any of these rules.

## **Our content and services**

### **1. All rights to Content are reserved by us**

All content on our platforms, including content and services provided by you or third parties, including all texts, logos, brands, graphics, artwork, sounds, music and software (including the access software) are protected by copyright, personal rights, patents, trademarks, service marks, design rights, database rights, trade secrets, rights of confidence and any other rights of a similar nature. It is our property or has been licensed to us all intellectual property rights to the platforms and content. All rights are reserved by us or, if provided by a third party, by the third party (and even if such content or service is not expressly marked or registered, nothing in this notification implies that we or third parties release any applicable intellectual property rights, neither wholly nor partially with respect to such content or service). You are not authorized to reproduce, copy, post, republish, transmit, record, transfer or process any content, materials or portions in any way without our express written permission in advance, nor are you permitted to do or attempt anything that violates our intellectual property rights or the intellectual property rights of third parties licensed to us. It also applies to the ideas and concepts that underlie the platform and content, even if they are not protected by intellectual property laws.

### **2. License for using Our Platforms and Content**

We own all rights to the content on our platforms, but we want to make it easier for you to use our platforms and content so that you can see everything we have to offer. You are therefore granted a limited license to use our content for your personal use only. As a private individual, you can access our content at home or while traveling. This license does not, however, give you permission to use our content for commercial purposes or for any other commercial activities, nor to reproduce, modify, or otherwise exploit our content. Transferring this license to third parties is also not permitted.

From time to time, we may allow you to embed certain elements contained in the platforms or content into third-party platforms with regard to the license terms contained herein. You may not modify, build upon, or block any portion or functionality of the content, including links to our platforms. In addition, you agree that we are entitled to set cookies, serve ads, and collect information through such embedding.

Therefore, you agree to obtain the user's consent for the use of the information (especially in compliance with Our Privacy Policy before providing the content). In the absence of consent from the user, you are not permitted to provide the content, and you inform the user of the option to watch the content on our website. In all cases, you will be required to comply with applicable data protection laws.

### **3. Content from third parties**

The platforms may utilize or incorporate digital content or services from third-parties. In addition to acknowledging and agreeing that your right to use such content or services may be subject to additional terms and conditions imposed by the third party providing the services. The third-party content or services may not be used by you if you do not agree to these additional conditions.

#### **Special features {Vigor Loop Account (to be enabled)}**

In order to access or use some of the website's account-accessible features, such as Dashboard feature or Vigor Loop account you may have to become a registered user. It is possible that we may change, remove and/or add account-accessible functionalities from time to time. More information about the applicable terms and conditions will be also published through our social media platforms.

#### **Content created by users**

We provide a number of tools for you to interact with us and the community through various social media platforms, including the ability to post your own comments, images, files, graphics, photos, sounds, music, videos, information, and other materials, as well as liking, sharing, and rating. The content you create using these features is collectively referred to herein as "Content created by users" or "UGC".

#### **Unrestricted use of your UGC by us**

UGC may be protected by copyrights or other intellectual property rights in some cases, either by you or a third party. By contributing UGC to our Platforms, you grant us a non-exclusive, non-revocable, worldwide, royalty-free, irrevocable license to use your UGC in its entirety by all means and in all media, as well as to adapt, digitize, dub and otherwise exploit your UGC. As a result of this license, UGC can also be used for advertising and promotional campaigns, and is not restricted to the platform on which the UGC is presented by you. If we use your UGC, you agree that you have no right to any fees or additional consideration.

Lastly, you grant other users permission to access your UGC and to use it, reproduce it, like it, and share it, create derivative works from it, publicly display it, and transfer and publish it to the extent that this is possible based on our services and these conditions.

#### **UGC viewing and removal**

UGC monitoring is a right, but not an obligation. The UGC may be modified, withheld, removed, or blocked at our discretion.

## **Information about you and UGC**

According to the above license, you give us permission to use your biographical information, including, but not limited to, your name, image, voice, biography, likeness, and geographic location in connection with broadcast, print, online, or any other use or publication of the UGC.

## **UGC Conditions**

In order to contribute to your UGC, you must follow the rules listed below. As a result, you undertake, represent, and warrant that your UGC will not:

- (1) negatively portray us or our activities, businesses or brands. You are not permitted to use any of the following content in connection with your user-generated content: (2) illegal products, services, or materials; (3) coverage of accidents, attacks, disasters, or riots;
- (4) violate any applicable laws, be unlawful, threatening, racist, libellous, defamatory, invasive of privacy, pornographic, obscene, profane or otherwise objectionable;
- (5) encourage conduct that would constitute a criminal offense, require civil liability, or otherwise violate any law;
- (6) constitute an advertisement for goods or services or a solicitation of funds;
- (7) identify personal information such as messages, phone numbers, social security numbers, account numbers, addresses, or employer references;
- (8) contain any viruses, trojan horses, or any other harmful code or script.

Additionally, we will not permit any conduct that restricts or inhibits another user from using or enjoying our Platforms or Content, as determined solely by us.

## **Indemnification and guarantees**

In order to comply with these rules and protect our interaction, you hereby provide the following guarantees and indemnifications regarding your UGC:

It is acknowledged and agreed that you are solely responsible for the user-generated content (UGC) you submit. By submitting your UGC, you represent and warrant that you are the owner of all rights related to it and that it does not violate or infringe any third-party rights, such as personality rights or intellectual property rights, such as trademarks, patents, copyrights, or other legally protected property rights.

You further represent and warrant that all the requisite rights, approvals, permissions and releases of rights have been properly obtained from each participant, actor, moderator, contributor, or other persons involved in the UGC or the associated rights, services or institutions, and that you are authorized to exercise those rights at your own discretion and in the scope and extent provided for herein.

By uploading your content and using it for the purposes stipulated at the time of upload, you agree to indemnify and hold us harmless from any third-party claims arising out of your negligent or intentional violation of your above guarantees.

## **Indemnity**

Our employees, distributors, licensors and representatives will not be held liable for our free content, whether by contract, tort or other act or omission, regardless of whether such act or omission is direct, indirect, consequential or specific. Exclusions set forth in this section apply regardless of whether we foresaw or should have foreseen the loss or harm you suffered and/or you informed us of the risk that you would suffer the loss or harm.

No part of these Terms of Use shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other type of liability which cannot be limited or excluded by applicable law or otherwise affect your statutory rights as a consumer.

## **The final words and rules**

Separately and independently, each provision of these rules applies. The remaining provisions of these rules will remain intact if any provision is held to be invalid or unenforceable, in part or in whole. In this case, the affected provision will either be construed and modified to the minimum extent necessary to render it valid or repealed and replaced with a valid provision that best gives effect to the purpose of these rules and ensures that they remain valid to the extent permitted by law.

According to these rules, the country of the entity named in the imprint shall govern and construe them. Any disputes arising from or in connection with these rules, including questions regarding their existence, validity, or termination, shall be exclusively resolved by the court responsible for commercial matters in the city of the country where the entity named in the imprint is seated, in accordance with the laws in force in the country where the entity named in the imprint is seated, without reference to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

The original text of the rules is in English; any translation is solely for your convenience. In case of a dispute, the English text shall prevail.

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