

Terms and Conditions 1. Terms of Use

1. These terms of use (“Terms of Use”) apply to your use of the website www.Etherpay.site, including subdomains and other top-level-domains, and any other channels or services Etherpay (“Etherpay”) provides you access to (“Service”).
2. In these Terms of Use, the words “we”, “us” and “ours” refer to Etherpay and the words “user”, “you” and “your” refer to anyone using our Service in a non-business capacity.
3. Etherpay is an initiative of the company Ecommerce Operations B.V. a company incorporated and registered in United Kingdom with the company number 11177810.
4. In addition to these Terms of Use, Etherpay may issue guidelines (“Guidelines”) that describe and govern in a more detailed matter the manner in which you are entitled to use the Service. In case of conflict between a Guideline and the Terms of Use, the contents of the Guideline shall prevail.

2. Services

1. Unless agreed otherwise, our Services are provided free of charge and on a “as-is” basis. Available features may change from time to time without notice being required.
2. We endeavor to ensure continuous availability of the Services, but do not warrant uninterrupted availability.
3. We may at any time and without notice or explanation being required terminate or suspend Services that are provided to you.

3. Registration

1. To be able to make full use of our Services, you must register for an account. We may offer you the option to register for an account by using certain third-party services (e.g. Google or Facebook Login) in which case the following also applies.
2. You may only register for an account if you are 18 years or older. Accounts are personal and may not be shared or transferred to other people. You are only allowed to create one account which must be for your own use.
3. When you are asked to choose a user name, please note that the user name will be displayed and visible to other people using our Service. For example, your user name may be displayed online when you submit information (e.g. reviews, comments, reports) for the purpose of publishing in on our website or other channels. When you are asked to choose a password, you are responsible for choosing a sufficiently reliable password. The foregoing also applies if you use a third-party service account (e.g. Google) to

1. create and subsequently access your account created with us.
2. You must keep your login credentials, user name and password strictly confidential. We cannot be held liable for any misuse of the login credentials and may assume that any use of an account is done by the person that created the account in the first place – unless we were notified that access to the account may have been compromised.

4. General rules

1. While making use of our Service, you must comply with the rule set out in the Terms of Use. Additionally, as mentioned above, certain Guidelines may also apply. If you use Services in violation of the agreement, we may take action in the manner described therein.
2. While making use of our Services, you are not permitted to:

1. violate applicable laws and regulations or any Guidelines issued by Etherpay;
 2. distribute information which is unlawful, libellous, racist, deceptive, misleading, fraudulent, threatening, abusive, harassing, tortious, obscene, pornographic or profane;
 3. use indecent language;
 4. submit off-topic reviews or experiences;
 5. submit information that are not based on the truth or experiences that are not genuine;
 6. violates other people's rights, including any intellectual property rights;
 7. submit information on behalf of someone else or pretend to be someone else in your published information;
 8. make commercial statements in your review, including naming competitors of the party to which the review relates.
3. For the purpose of verification, we may at any time request you to promptly provide us with additional information regarding the information you have submitted to us while making use of the Service.

1. Not timely or adequately complying with any such request shall give us the right to suspend the Service without further notice being required. We may then, for example, decide to change, delist or not to publish information you have provided to us.

2. If we determine that you have violated the agreement or applicable laws and regulations or receive a complaint from a third party of the same, we may take measures to end such violation. These measures may, without limitation, include the suspension or termination of the Services (e.g. blocking access to account or removing information you submitted to us).

3. We may recover from you any loss or damage sustained as a result of a breach of the agreement we have with you. You shall indemnify and hold us harmless against any and all thirdparty claims pertaining to loss and/or damages arising from your violation of the agreement, these Terms of Use and any applicable Guidelines.

5. Intellectual Property Rights

1. All intellectual property rights vested in the Service and other materials developed and/or made available by us belong to Etherpay or its licensors. We grant you a non-exclusive, nontransferable and non-sublicensable right of use with regard to the Service and materials provided under the agreement for a limited duration of the agreement.

2. All information submitted by you while using the Service will remain the property of you or your licensors. We will not make any proprietary claims with regard to any such information. Notwithstanding the foregoing, you provide us an unlimited, non-revocable, worldwide, perpetual, non-exclusive, transferable and sublicensable right to use any information you have provided to us while making use of the Service.

3. You warrant and represent that you are the rightful owner or rightful licensee of all intellectual property rights vested in the information supplied by you making use of the Service and have the right to grant us the license described in the previous paragraph. You will indemnify and will hold us harmless from any claims from third parties in relation to or arising from intellectual property rights vested in such information.

6. Changes

1. We may amend these Terms of Use and applicable Guidelines at any time and will announce changes or additions via our Service at least fourteen (14) days before the date they take effect.

2. If you do not wish to accept any such changes or additions, you may terminate the agreement by requesting to remove your account or to otherwise stop making use of our Services. Use of our Services after the announced effective date will be regarded as acceptance of the proposed changes or additions.

7. Other

1. The agreement between us is governed by Dutch law. Any dispute between us in connection with or arising from the agreement will be submitted to the competent court in the Netherlands in the district where we have our registered office.

2. Our liability for damages as resulting from any breach of the agreement between us, whether in tort or otherwise, is per event capped at seventy-five euros. Any limitation of liability as included in the agreement shall lapse if and insofar as the if there is damage by death or personally injury or the damage is the result of intent or deliberate recklessness on the part of the liable party. -----