

ethnovision

Ethnovision Terms and Conditions

Updated June 2021

“Ethnovision.org” (“the website”) is made available by Ethnovision and all content, information, services, designs, names, logos, text, photographs, video, audio, audiovisual works, graphics, user interfaces, and software ordered or provided on or through the Website (collectively, the “Content”) may be used solely under the following legally binding terms and conditions (“Terms and Conditions”).

By browsing and using this website you are agreeing to comply with and be bound by the following terms and conditions of use which, together with our Privacy Policy, govern Ethnovision’s relationship with you in relation to this website: www.ethnovision.org.

These Terms and Conditions are effective immediately and dated 30 June 2021.

PLEASE READ CAREFULLY

This Terms and Conditions Agreement (“Agreement”) is a legal agreement between you and Ethnovision providing, among other things, the terms and conditions for your access to and use of this website www.ethnovision.org and the Content.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes. If any of these terms of use or any future changes are unacceptable to you, do not use this website or the content.

This terms and conditions contain warranty and liability disclaimers. By using the website, you accept and agree to the terms and conditions without any reservations, modifications, additions, or deletions, and whether or not you have read them. If you do not agree to the terms and conditions, you are not authorized to use the website. You may be denied access to the website with or without prior notice if you fail to comply with any provision of this agreement.

1. AUTHORIZED USERS

Minors (persons under the age of 18) are not eligible to use the website unsupervised and we ask minors do not register, access or use the website or submit any personal information to us. By using the website unsupervised, and/or registering for an account, you warrant that you are 18 years of age or older

2. LICENSE TO USE THE WEBSITE

2.1 Limited License. The Website and Content are protected by copyrights, trademarks, patents, service marks, international treaties, and/or other proprietary rights and laws of Australia and other countries. We grant to you a limited, non-exclusive, non-transferable, personal, non-commercial license to access and use the website and the Content according to this Agreement. We reserve all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws.

Any use of the website or content not specifically permitted under this agreement is strictly prohibited.

2.2 Prohibited Use. You agree that you will not: (i) use the website for any illegal purpose, and any illegal manner, (ii) reproduce any copyrighted content; (iii) copy, store, edit, screenshot, change, prepare any derivative work of or alter in any way any of the content provided on the website; or (iv) use the website in any way that violates the terms of this Agreement.

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2.3 Termination. We may terminate your access to all or any part of the website at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account.

3. SITE INFORMATION/ERRORS, INACCURACIES AND OMISSIONS

We try to ensure that the information posted on the website is correct and up-to-date.

Occasionally there may be information on the website that contains errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information.

We undertake no obligation to update, amend or clarify information in the website. No specified update or refresh date applied in the website, should be taken to indicate that all information in the website has been modified or updated.

4. PROHIBITED ACTS

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

5. COPYRIGHTS

As between you and us, you acknowledge that we own solely and exclusively, all rights, all title, all text, all material and copyrights in and to the content provided on the website, or are the sole users authorized to display this content within the site. All title and intellectual property rights in and to the content provided on the website is the property of Ethnovision and its photographers, or is licensed and authorized for use solely for the purpose of display on the website, and may be protected by the applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties. When you use or download any content from the website you do not acquire no ownership of any such content, code, data or materials. All website content, pages, and material are owned solely and exclusively by Ethnovision and its respective photographers. Copying, reproducing, downloading, posting or re-posting any content from this website (for anything other than strictly personal, non-public and non-commercial use), is strictly prohibited and constitutes a violation of copyright laws. Any violation to all of the above will automatically lead to legal action as well as financial compensation.

6. TRADEMARKS

The trademarks, logos, service marks, graphics and trade names (collectively, the "Trademarks") displayed on the website are registered and unregistered Trademarks of Ethnovision or other rights holders and may not be used in any manner that is likely to cause confusion, or that disparages or discredits Ethnovision or the applicable rights holder. You do not receive, by implication or otherwise, any right or license to use any Trademark displayed on the website.

7. PRIVACY POLICY

Europe: Staroiriski put 28 21208 Sremska Kamenica Serbia
Africa: 2nd Oshie Road Osu Accra Ghana
hello@ethnovision.org www.ethnovision.org

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Our personal information practices on the website are governed by the Ethnovision Privacy Policy.

8. THIRD-PARTY LINKS

The website may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

9. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us, without credit, as submission would become Ethnovision copyrighted material. (View section 5). We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

10. TERM

This Agreement will remain effective until terminated by us.

We may terminate, change, suspend or discontinue any aspect of the website at any time. We may restrict, suspend or terminate your access to the Website if in our sole judgment we believe you are in breach of our terms and conditions or applicable law, or for any other reason without notice or liability. We maintain a policy that provides for the termination in appropriate circumstances of the Website use privileges of users who are repeat infringers of intellectual property rights.

11. DISCLAIMERS

Unless prohibited by law, the website and the content, are provided on an "as is, as available" basis and we expressly disclaim all warranties, including the warranties of merchantability, title, fitness for a particular purpose and non-infringement. unless prohibited by law, we disclaim all responsibility for any loss, injury,

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claim, liability, or damage of any kind resulting from, arising out of or in any way related to (a) any errors in or omissions from the website or the content, including, but not limited to, technical inaccuracies and typographical errors, (b) third party communications, (c) any third party websites or content directly or indirectly accessed through links on the website, including but not limited to any errors in or omissions (d) the unavailability of the website or the content (e) your use of the website or the content, (f) your use of any equipment or software in connection with the website or the content.

We do not guarantee, represent or warrant that your use of the website will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the website will be accurate or reliable.

You agree that from time to time we may remove the website for indefinite periods of time or cancel the website at any time, without notice to you. You expressly agree that your use of, or inability to use, the website is at your sole risk. The website is (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

12. LIMITATION OF LIABILITY

In no case shall Ethnovision, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility and to the extent the foregoing limitation of liability is prohibited or fails of its essential purpose

You agree that, unless prohibited by law, any proceedings to resolve or litigate any dispute arising hereunder will be conducted solely on an individual basis, and that you will not seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you act or propose to act in a representative capacity. You further agree that, unless prohibited by law, no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of the and all parties to any such proceeding.

13. INDEMNITY

You agree to indemnify, defend and hold harmless Ethnovision and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

14. GENERAL

14.1 You will be responsible for providing the dial-up, DSL cable modem or other form of Internet access and any other hardware and software necessary to access and use the website.

14.2 If you know of, or suspect, copyright infringement, please contact us at hello@ethnovision.org

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14.3 The Terms and Conditions, and the relationship between you and us, shall be governed by the laws of Australia and Serbia. You agree that any cause of action that may arise under the Terms and Conditions shall be commenced and be heard in the appropriate court in Australia and/or Serbia. You agree to submit to the personal and exclusive jurisdiction of the courts located within Australia/Serbia.

Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect.

14.4 We may send notices to you with respect to your use of the website by sending an email message to the email address provided by you, by sending a letter via mail to the contact address listed in your account, or by a posting a note on the website when you access your account (where relevant). You agree that we may provide notice to you through such means. Unless otherwise stated in the notices, the notices will become effective immediately.

14.5 No failure by us or you to exercise any rights, powers or remedies hereunder or its delay to do so will constitute a waiver of these rights, powers or remedies, and all waivers by us will be in writing. The single or partial exercise of a right, power or remedy will not prevent its subsequent exercise or the exercise of any other right, power or remedy.

14.6 The section headings are for convenience only and will not be used to interpret this Agreement.

14.7 This Agreement will be binding upon and will inure to the benefit of Ethnovision and its successors and assigns. This Agreement, together with any rules, policies, or additional terms associated with this website, constitutes the entire understanding and agreement of the parties respecting the subject matter of this Agreement.

14.8 Any provision of this Agreement which by its nature is intended to survive the termination of this Agreement will survive such termination.

14.9 General Contact Information. For questions regarding this website please email hello@ethnovision.org.

You acknowledge that you have read this agreement, understand it and will be bound by the terms and conditions. You further acknowledge that this agreement represents the complete and exclusive statement of the agreement between you and us and that it supersedes any proposal or prior agreement oral or written and any other communication between us relating to the subject matter of this agreement.

CONTACT INFORMATION

Questions about the Terms of Service should be sent to hello@ethnovision.org.