

# Terms of Use

05 May, 2018

The following terms and conditions ("Terms") apply to your use of the Jurnyz website [jurnyz.com](http://jurnyz.com) (the "Website"). These Terms should be read alongside, and are in addition to, our privacy policy (accessible online at [https://www.jurnyz.com/legal/privacy\\_policy.pdf](https://www.jurnyz.com/legal/privacy_policy.pdf)) ("Privacy Policy"). Please read these Terms carefully. By creating an account on the Website, you agree that you have read, understood and agree to these Terms. If you do not agree to these Terms, you must stop using the Website immediately.

## 1 About us

Andries Labs S.R.L. (referred to in these Terms as "we", or "us") is a company registered in the Republic of Moldova, whose registration number is 1017600015207 and whose registration address is at str. Botanica Veche 43, ap. 46, 2062 Chisinau, Republic of Moldova.

Legal representative: Mr. Mihai Andries

Phone number: +33 6 42 38 00 89

Email address: [contact@jurnyz.com](mailto:contact@jurnyz.com)

## 2 Website description

The Website allows you to keep track of places in the world that you have visited or wish to visit.

Once you have created an account on the Website, you will have access to your Travel Page, where you can enter, edit, and visualise information about the places you visited or wish to visit. Adding a new entry about a location requires the following information:

1. Identification of a place (only cities with population over 5000 people can be chosen)
2. Is it a visited place, or a place that the user wants to visit (binary choice)
3. Start date and end date of the trip (obligatory for visited locations, optional for wish list locations)
4. Visibility level (select from a dropdown list): Only me / Friends / Public
5. (optional) title of the trip (e.g. Holidays with Jonathan)
6. (optional) link to a webpage related to the trip (e.g. web album, blog entry)

7. (optional) thumbnail (cover image) for this trip, which the user can upload to the server.

Based on the provided information, statistics are calculated and displayed to you (e.g. number of locations and countries you visited). The location of the places you visited or wish to visit are displayed on a map of the world.

You will also be given the possibility to search for other users by their e-mail or by their username, see their lists of visited places, follow them, share your list of visited places with non-registered users, and embed your map of visited places in another webpage.

The Website is scalable and you will be informed by email of any additional or modification of an existing functionality.

### 3 Your use of the Website

Use of the Website is free of charge and is only possible after prior registration and acceptance of these Terms. Upon registration, a valid email address and a password are required. Please note that you can only use the Website if you are aged 18, or if you have the consent and are supervised by your legal representative.

You agree that you will (i) keep secret your account login and password; (ii) not upload any malicious content on the Website (e.g. viruses); (iii) not upload/post on the Website content that is hate speech, defamatory, discriminatory, threatening, pornographic, or incites violence; (iv) not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless it is permitted by law, or you are expressly permitted to do so under an open source license, or we give you express written permission; (v) notify us immediately of any unauthorized use of your account or any security breaches; and (vi) take all reasonable measures to keep your data and realize backup copies of your data to avoid any loss.

Additionally, you agree to use the Website only for lawful purposes and in a way which does not infringe the rights of any anyone else or restrict or inhibit anyone else's use and enjoyment of the Website.

**You hereby represent and warrant that you own all the rights on the content you upload on the Website or have all the necessary related-authorizations in order to use the content on the Website, notably in the event of editing or sharing said content.**

**This way, you hereby represent and warrant that you do not (a) infringe or otherwise violate the intellectual property, privacy rights or any other rights of any third party or (b) breach or violate any applicable binding contractual provisions or any legal or regulatory rules.**

We do not monitor the content you upload on the Website but reserves the right to remove or delete from the Website any obviously illicit content after having received a take-down notice from a third party.

You are permitted to download and print content from the Website solely for your own personal use. Website content must not be copied or reproduced, used or otherwise dealt with for any other reason. You are not entitled to modify or redistribute the content of this Website or reproduce, link, frame or deep-link it on any other website without our express written permission. Notwithstanding the foregoing, we allow you through the Website to embed your map of visited places on an external website (travel blog, etc.).

## 4 Intellectual property rights

We hold all present and future copyright, registered and unregistered trade marks, design rights, unregistered designs, database rights and all other present and future intellectual property rights existing in or in relation to the Website. We grant you a personal, worldwide, royalty-free, non-assignable and non-exclusive license for the legal duration of the intellectual property rights to use the software provided to you as part of the services offered to you. This license has the sole purpose of enabling you to use and enjoy the benefit of the Website in the manner permitted by these Terms.

You retain your rights to any content you upload on the Website. By uploading any content on the Website, you grant us a worldwide, non-exclusive, royalty-free license for the legal duration of the intellectual property rights to use, copy, reproduce, adapt and display this content only for the purpose of offering you our services.

## 5 Our liability to you

We shall only be liable in case of fault or negligence or breach of its obligations causing you direct damages.

You are generally responsible for any and all activities that occur under your account and we shall not be liable (save in case of fault or negligence) for any fraudulent use of your account caused by a loss of your access data, or for any resulting damage, whatever its nature, occurred when accessing or using the Website.

We provide the content on the Website in good faith but give no warranty that the content is accurate, complete or up-to-date, or that the Website does not infringe the rights of any third party. In particular, please note that some map details may be controversial (areas disputed between states, e.g. Crimea), and the map may be imprecise (e.g. country borders may be simplified and not exact; some countries may be too small to appear on the map) in order notably to minimise the map file size.

We accept no responsibility or liability for the content you upload on the Website. We do not provide any guarantee regarding the storage of your uploaded content. It may be corrupted or lost. Additionally, your use of content on the Website is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the Website, we accept no liability for them. Information transmitted via this Website will pass over public telecommunications networks. We make no representation or warranty that the operation of this Website will be uninterrupted or error free and disclaim all liability in

respect thereof.

This Website may contain links to other websites. We accept no responsibility or liability for any material supplied by or contained on any third party website which is linked from or to this Website, or any use of personal data by such third party.

Nothing in these Terms shall limit our liability for personal injury or death.

## **6 Amendments to these Terms**

We reserve the right to amend these Terms at any time. We will notify you about the modified terms before their entry into force and you will be granted the right to terminate the present contract by deleting your account on the Website.

## **7 Data protection**

We collect and process your personal data in order to offer you our services. You agree to the processing of your personal data in accordance with the terms of the applicable Privacy Policy available here: [https://www.jurnyz.com/legal/privacy\\_policy.pdf](https://www.jurnyz.com/legal/privacy_policy.pdf)

## **8 Termination of your account**

We reserves the right to suspend, restrict or terminate your access to your account at any time without notice if we have reasonable grounds to believe you have breached any of the restrictions or obligations contained in these Terms. This shall not limit our right to take any other action against you that it considers appropriate to defend our rights or those of any person that were infringed by your use of our service. You may also delete your account at any time. In all such cases, the provisions of these Terms shall terminate, with the exception of Articles 5 and 10.

## **9 Transfer**

You may not transfer or assign your rights or obligations as set out in these Terms to anyone without our express written permission. We shall have the right to transfer or assign these Terms to one or more third parties without your permission, as long as such transfer or assignment does not result into a reduction of your rights as set out in these Terms.

## **10 Other important terms**

If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms shall remain in full force and effect.

These Terms set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

These Terms are governed by French law. In the event of any matter or dispute arising out of or in connection with these Terms, you and we shall submit to the exclusive jurisdiction of the courts of France.

In any case please note that you are entitled to enjoy the mandatory consumer protection provisions applicable in your state of habitual residence provided that these grant you further protection.