

# Terms & Conditions

These Terms & Conditions (“Terms”) of (a) use of our website [www.ieppilot.excomweb.com](http://www.ieppilot.excomweb.com) (“Website”), our applications (“Application”) or any products or services in connection with the Application, Website/products (“Services”) or (b) any modes of registrations or usage of products, including through SD cards, tablets, or other storage/transmitting devices, are between Expatriate Community Foundation (“Company/We/Us/Our”) and its users (“User/You/Your”). Please read the Terms and the Privacy Policy of the Company (“Privacy Policy”) with respect to registration with us, the use of the Application, Website, Services, and products carefully before using the Application, Website, Services, or products. In the event of any discrepancy between the Terms and any other policies with respect to the Application, Website, Services, or products, the provisions of the Terms shall prevail. Your use/access/browsing of the Application, Website, Services, or products or registration (with or without payment/with or without subscription) through any means shall signify Your acceptance of the Terms and Your agreement to be legally bound by the same. If you do not agree with the Terms or the Privacy Policy, please do not use the Application or Website or avail of the Services or products. Any access to our Services/Application/products through registrations/subscription is non-transferable.

## Intellectual Property Rights

### Ownership

- All information, content, material, trademarks, service marks, trade names, and trade secrets (“Proprietary Information”) within the Application, Website, Services, and products belong to the Company.
- You may own the medium on which the Proprietary Information resides, but the Company retains all intellectual property rights.
- Proprietary Information may not be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted, or distributed without prior written permission.

### Restrictions

Your use of the Website, Application, and Services must be solely for personal and non-commercial purposes. The following activities are prohibited:

- Decompiling, reverse engineering, disassembling, modifying, copying, distributing, transmitting, or reproducing the contents.
- Using the Application, Website, Services, or products for commercial purposes,

advertising, selling, or soliciting contributions or donations.

- Using the Application, Website, Services, or products unlawfully or harmfully.

## **Prohibited Activities**

While using our Services, you must not:

1. Make available content that is:
  - Misleading, unlawful, harmful, threatening, abusive, defamatory, vulgar, obscene, or racially/ethnically objectionable.
2. Engage in:
  - Stalking, harassing, or inciting violence.
  - Transmitting material encouraging criminal offenses or civil liability.
3. Interfere with other users' access or enjoyment of the Application/Website/Services.
4. Commit intellectual property infringements.
5. Impersonate individuals or misrepresent affiliations.
6. Post or transmit harmful content like viruses or spyware.
7. Access or overload servers or networks.
8. Disrupt the security or functionality of the Application/Website/Services.
9. Use unauthorized data collection methods like scraping or crawling.
10. Alter or modify the Services.

## **User-Generated Content**

By submitting content ("Assessments") through the File Upload, you grant the Company a worldwide, non-exclusive, royalty-free license to use, copy, reproduce, adapt, publish, and distribute your Assessments. This includes the right for other users to tweak and repurpose your Assessments.

Additional Terms

- If you delete your account, your Assessments may remain available.
- The Company is not responsible for verifying user-uploaded content or ensuring it does not infringe upon third-party rights.

## **Disclaimers and Limitations of Liability**

Disclaimers

1. The Application, Website, and Services are provided "as is" without any warranties.

2. We disclaim all warranties, including those related to accuracy, performance, and non-infringement.
3. Use of the Application and Services is entirely at your own risk.

#### Limitations

1. We are not liable for any errors or inaccuracies.
2. We are not responsible for any linked third-party websites or their content.
3. We assume no liability for the compatibility of the Services with third-party devices.

## **Account Management**

#### Registration

To use the Services, you must register and provide accurate account information. You are responsible for:

- Maintaining the confidentiality of your account information.
- Immediately notifying us of unauthorized use of your account.

#### Eligibility

- Only individuals aged 18 or above may register. Minors must use the Services under the supervision of a legal guardian who agrees to these Terms.
- The Company reserves the right to terminate accounts if eligibility criteria are not met.

## **Indemnification**

You agree to defend, indemnify, and hold harmless the Company and its officers, directors, employees, and agents from all claims, damages, and expenses arising from:

1. Your use of the Application/Website/Services.
2. Your violation of these Terms.
3. Your violation of third-party rights.

## **Changes to Services and Terms**

- The Company reserves the right to modify, suspend, or discontinue any aspect of the Application, Website, or Services at any time without notice.
- The Terms may also be amended without prior notice.

## Governing Law

These Terms are governed by the laws of California, USA, without regard to conflict of law principles. Legal disputes shall be subject to the exclusive jurisdiction of courts in California.

## Feedback

Feedback submitted to the Company:

- Is deemed non-confidential.
- May be used by the Company without any obligation to compensate you.

## General Provisions

1. **Assignment:** You may not transfer your rights under these Terms. The Company may transfer its rights without seeking your consent.
2. **Severability:** If any provision is unenforceable, the remainder of the Terms will continue to apply.
3. **Waiver:** The failure to enforce any provision does not constitute a waiver of that provision.
4. **Relationship:** Using the Services does not create an employer-employee, partnership, or joint venture relationship.

## Contact Information

For any queries or grievances, please contact:

### IEPilot

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**Email:** [simplesped@excomweb.com](mailto:simplesped@excomweb.com)