# I-House NYC App Terms and Conditions

Please read these terms and conditions ("Agreement") carefully before downloading, installing or using the I-House NYC App service ("App") operated by International House NYC ("I-House", "us", 'we", "our").

### Conditions of use

By using the App, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to cease downloading, installing, or using the App accordingly. I-House only grants use and access of the App, its products, and its services to those who have accepted the Agreement's terms.

The content provided in the App is intended for general informational purposes only. Companies and individuals should not rely on the information provided in the App for the prevention or mitigation of risks or as an explanation of coverage or benefits under an insurance policy. These Terms apply to use of the App and do not change or alter any other contract or agreement between you and I-House.

## **Privacy policy**

Before you continue using the App, we advise you to read our <u>IT privacy policy</u> regarding our user data collection. It will help you better understand our practices.

## Age restriction

You must be at least 18 (eighteen) years of age before you can use the App. By using the App, you warrant that you are at least 18 years of age and you may legally adhere to this Agreement. I-House assumes no responsibility for liabilities related to age misrepresentation.

### **Intellectual property**

You agree that all materials, products, and services provided on the App are the property of I-House, its affiliates, directors, officers, employees, agents, suppliers, or licensors, including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute the I-House's intellectual property in any way, including electronic, digital, or new trademark registrations.

You grant I-House a royalty-free and non-exclusive license to display, use, copy, transmit, and broadcast the content you upload and publish. For issues regarding intellectual property claims, you should contact I-House in order to come to an agreement.

### **Third Party Content**

The App may contain links to independent third party websites or other applications ("Third Party Sites"). Third Party Sites are not under our control, and you agree that we are not responsible for and do not endorse or monitor their content or privacy policies (if any). We expressly disclaim any liability for loss or damage sustained by you as a result of the accessing and use of Third Party Sites.

#### User accounts

As a user of the App, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account on the App, inform us immediately so we may address them accordingly at it@ihouse-nyc.org

We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion.

#### **Additional Restrictions**

You agree:

- (a) not to use the App in any unlawful manner, for any unlawful or criminal purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App;
- (b) not to use the App to record, post or transmit any information that is defamatory, threatening, abusive, offensive, obscene, indecent, discriminatory or is otherwise objectionable or infringes on third party rights;
- (c) not to use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users, or restrict or inhibit any other users from using the App (including by hacking or defacing the App); and
- (d) not to collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the App, including, without limitation, by using any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather the App content or reproduce or circumvent the navigational structure or presentation of the App without our prior written consent.

### **Applicable law; Disputes**

By using the App, you agree that the laws of the United Sates and the State of New York, without regard to principles of conflict of laws, will govern this Agreement, or any dispute of any sort that might arise between I-House (or its business partners and associates) and you, and you further agree that any such dispute shall be adjudicated by state or federal court in New York and you consent to exclusive jurisdiction and venue of such courts.

#### **Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by any act or event beyond our reasonable control, including any failure of public or private telecommunications networks.

## Indemnification

You agree to indemnify I-House and its affiliates and hold I-House harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.

## Limitation on liability

I-House is not liable for any damages that may occur to you as a result of your misuse of our App.

I-House reserves the right to edit, modify, and change this Agreement at any time. We shall let our users know of these changes through electronic mail. This Agreement is an understanding between I-House and the user, and this supersedes and replaces all prior agreements regarding the use of the App.