

# Terms and conditions

These terms and conditions ("Terms", "Agreement") are an agreement between **BioSphere** ("us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of **Biosphere - the interaction multiplier** mobile application and any of its products or services (collectively, "Mobile Application" or "Services").

## Accounts and membership

If you create an account in the **BioSphere** Mobile Application, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

## User content

We do not own any data, information or material ("Content") that you submit in the **BioSphere** Mobile Application in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may, but have no obligation to, monitor Content in the Mobile Application submitted or created using our Services by you. Unless specifically permitted by you, your use of the Mobile Application does not grant us the license to use, reproduce, adapt, modify, publish or distribute the Content created by you or stored in your user account for commercial, marketing or any similar purpose. But you grant us permission to access, copy, distribute, store, transmit, reformat, display and perform the Content of your user account solely as required for the purpose of providing the Services to you.

## Backups

We are not responsible for Content residing in the **BioSphere** Mobile Application. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted

as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

## POPI act (South Africa only)

The Protection of Personal Information Act 4 of 2013 (POPI or POPIA)

*“The purpose of the Act to protect personal information, to strike a balance between the right to privacy and the need for the free flow of, and access to information, and to regulate how personal information is processed.”*

- A policy relating to the POPI Act will be added after our test phase is completed. In the interim, Biosphere abides by The protection of Personal information act 4 of 2013 as at the 12th of March 2019.

## Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Mobile Application 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 mobile application, other mobile applications, 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 mobile application, other mobile applications, or the Internet. We reserve the right to terminate your use of the Service or any related mobile application for violating any of the prohibited uses.

## Limitation of liability

To the fullest extent permitted by applicable law, in no event will **BioSphere**, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales,

goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if **BioSphere** has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of **BioSphere** and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to **BioSphere** for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

## Indemnification

You agree to indemnify and hold **BioSphere** and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the **BioSphere** Mobile Application or Services or any willful misconduct on your part.

## Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Western Cape, South Africa without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of South Africa. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Western Cape, South Africa, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## Changes and amendments

We reserve the right to modify this Agreement or its policies relating to the Mobile Application or Services at any time, effective upon posting of an updated version of this Agreement in a link in the Mobile Application. When we do, we will revise the updated date at the bottom of this page. Continued use of the **BioSphere** Mobile Application after any such changes shall constitute your consent to such changes.

*This policy was created with [WebsitePolicies.com](http://WebsitePolicies.com)*

## Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the **BioSphere** Mobile Application or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Mobile Application and its Services.

## Contacting us

If you have any questions about this Agreement, please contact us.

email: [info@biosphere.world](mailto:info@biosphere.world)

This document was last updated on March 27, 2019