

LAST UPDATE : 15/03/2024

## TERMS AND CONDITIONS OF USE

### Introduction

Welcome to iglow.ai! These Terms and Conditions of Use ("Terms") govern your use of our website (the "Site") and its associated services, operated by iglow.ai ("Iglow," "we," or "us"). By accessing or using the Site, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to abide by these Terms, you may not use the Site.

### Acceptance of Terms

By using the Site, you affirm that you are of legal age to enter into these Terms or, if you are not, that you have obtained parental or guardian consent to enter into these Terms. We reserve the right to update, change, or replace any part of these Terms by posting updates or changes to our Site. Your continued use of the Site after the posting of any changes constitutes acceptance of those changes.

### Use of the Site

You agree to use the Site only for lawful purposes and in a manner consistent with all applicable laws and regulations. You must not use the Site:

In any way that violates any applicable federal, state, local, or international law or regulation.

To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Iglow or users of the Site or expose them to liability.

To engage in any conduct that is harmful, fraudulent, deceptive, threatening, abusive, harassing, defamatory, obscene, or otherwise objectionable.

### Intellectual Property

The Site and its original content, features, and functionality are owned by Iglow and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You agree not to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site.

### User Contributions

The Site may contain user-generated content ("User Contributions"). You represent and warrant that any User Contributions you post are accurate, complete, and not misleading. However, we do not guarantee the accuracy, integrity, or quality of any User Contributions. You understand that you are solely responsible for any User Contributions you submit or contribute, and you have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

### Rule of Law

The use of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded, and these terms shall be governed by and construed in accordance with the laws of the Netherlands. If you are a consumer and your usual abode is in the EU, you also have the protection offered to you by the mandatory laws in your home country. Iglow and you both consent to the non-exclusive jurisdiction of the courts in the Netherlands, so you may file a claim to defend your legal rights as a consumer with relation to these Terms of Use in the Netherlands or the EU nation in which you now belong.

### Controversy Resolution

You may find the European Commission's online platform for resolving disputes [here](#). Please get in touch with us if you want to bring this issue up.

### Corrections

The Site may contain typographical mistakes, inaccuracies, or omissions that may relate to the descriptions, prices, availability, or other information. We retain the right to alter or update the information on the Site at any time, without prior notice, in order to address any mistakes, inaccuracies, or omissions.

### Disclaimer

The Site is delivered "as is" and "as available." You acknowledge that you will use the Site and our services at your sole risk. Including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, we disclaim all warranties, express or implied, in connection with the Site and your use thereof to the fullest extent permitted by law. We make no representations or warranties as to the correctness or completeness of the information contained on the Site or on any websites linked to the Site, and we shall have no liability or responsibility for any: (1) errors, mistakes, or inaccuracies in content or materials; (2) personal harm or property damage of any kind resulting from your access to and use of the Site; (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (4) any delay or cease in transmission to or from the Site, (5) any errors or omissions in any content and materials or for any loss or damage of any

kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Site. (6) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Site. We will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services, and we do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Site. You should use your best judgment and exercise caution when necessary when buying a product or service online or in any other setting.

#### Limitations of Liability

We, our directors, employees, or agents shall not be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Site. Despite anything to the contrary in this document, we are liable to you for any reason and regardless of the type of action. Will always be restricted to the amount, if any, that you pay to us. The exclusion or limitation of certain damages as well as limitations on implied warranties are prohibited under several international and US state laws. The above disclaimers or limitations may not apply to you and you may have additional rights if these laws apply to you.

#### Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand made by any third party due to or arising out of:

(1) your Contributions.

(2) use of the Site.

(3) breach of these Terms of Use; or

(4) any breach of your representations and warranties set forth in these Terms of Use.

(5) any infringement of a third party's rights, including but not limited to intellectual property rights; or (6) any overtly damaging act against any other Site user with whom you interacted over the Site. Regardless, we retain the right, at your expense, to take the exclusive defense and control of any matter for which you are obligated to indemnify us, and you agree to cooperate with our defense of such claims. When we become aware of any such claim, action, or process that is subject to this indemnity, we shall make reasonable efforts to tell you.

#### User Information

We shall save certain data that you provide to the Site for the purpose of managing the Site's operation, as well as data about your usage of the Site. Despite the fact that we maintain normal data backups, you are entirely responsible for all data that you provide or that pertains to any activity you have performed while using the Site. You agree that we will have no obligation to you for any loss or corruption of such data, and you hereby waive any right to sue us if such loss or corruption occurs.

#### Electronic Transactions, Communications, and Signatures

Electronic communications include visiting the Site, sending us emails, and completing online forms. You agree to receive electronic communications and agree that all agreements, notices, disclosures, and other communications sent to you electronically, via email, and on the Site, fulfill any legal requirement that such communication be in writing. You agree to the use of electronic signatures, contracts, orders, and other records, as well as the electronic delivery of notices, policies, and records of transactions initiated or completed by us or through the Site. You hereby waive all rights or obligations under any statutes, regulations, rules, ordinances, or other legislation in any country that require an original signature, delivery, or keeping of non-electronic records, or payments or credit granting by any means other than electronic methods.

#### California Residents and Users

If you are dissatisfied with the resolution of your complaint with us, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by phone at (800) 952-5210 or (916) 445-1254.

#### Miscellaneous

These Terms of Use, together with any policies or operating rules issued by us on or in relation to the Site, form the complete agreement and understanding between you and us. Our omission to assert or enforce any right or term of these Terms of Service does not constitute a waiver of such right or provision. These Terms of Service apply to the maximum extent permitted by law. At any time, we may assign some or all of our rights and responsibilities to others. We will not be accountable or responsible for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any section or portion of a provision of these Terms of Use is found to be illegal, invalid, or unenforceable, that provision or part of a provision is deemed severable from these Terms of Use and has no bearing on the validity and enforceability of any remaining terms. As a consequence of these Terms of Use or your use of the Site, no joint venture, partnership, employment, or agency relationship exists between you and us. You agree that the fact that you authored these Terms of Service will not be used against us. You thus waive any and all defenses you may have based on the electronic form of these Terms of Use and the parties' failure to sign these Terms of Use.

#### GET IN TOUCH

If you have a complaint about the Site or would like more information about how to use it, please contact us at [hello@iglow.ai](mailto:hello@iglow.ai).