

Listori Terms and Conditions

These Terms and Conditions (“Terms”) control your access to and use of the website, products and services of Listori (“Products”). Your access to or use of our Products constitutes your consent to be bound by these Terms and our Privacy Policy. Do not use our website if you do not consent.

Your use of our website to do anything beyond simply accessing/viewing it (uploading, downloading, commenting, etc.), constitutes not merely your consent, but also your electronic signature, meaning that you are contractually bound by these Terms and our Privacy Policy.

Using Listori

You may use Listori in compliance with these Terms and all applicable laws. You must provide accurate and complete information when creating a Listori account. Using or accessing Listori by people under the age of 13 is prohibited. If you create an account on behalf of a company, organization, or other entity, then “you” means you and/or that entity, and you represent and affirm that you are authorized to bind the entity to these Terms and Conditions and you agree to these Terms and Conditions on behalf of the entity. Our Products may include software downloaded to your computer, telephone, tablet, or other device. You consent that those Products may be automatically upgraded by us, and these Terms will apply to such upgrades.

Content

Listori allows you to post photos, videos, comments, and links. Anything you post or otherwise make available on the Products of Listori is hereinafter referred to as “User Content”. You are solely responsible for the User Content you post to Listori.

You grant Listori and Listori users a non-exclusive, transferable, royalty-free, sublicensable, global license to use, display, store, reproduce, save, create derivative works, and distribute your User Content on Listori for the purposes of operating, developing and using the Products of Listori. Other legal rights Listori may have to User Content, under other licenses for example, shall not be restricted by anything in these Terms. Listori reserves the right to remove or modify User Content for any reason, including User Content that violates these Terms or Listori policies at its sole discretion.

Upon termination of your account, or removal from your part of any User Content from Listori, your User Content is no longer available on Listori. Consequently, Listori and its users shall no longer retain and continue to use, display, store, reproduce, save, create derivative works, and distribute your User Content that they have already saved/shared through Listori.

Posts Upload Basics

- **DO** upload User Content which is relevant and appropriate to the Products of Listori where it is being uploaded, and which meets intellectual property, parental consent, privacy.

- **DO NOT** upload any objectionable User Content, including but not limited to nudity, violence, copyrighted material, and other offensive, illegal or inappropriate posts.
- **DO NOT** upload and/or post unauthorized commercial communications (spam).
- **DO NOT** engage in unlawful multi-level marketing (e.g. pyramid scheme) on Listori.
- **DO NOT** upload viruses or other malicious code.
- **DO NOT** bully, intimidate, or harass any user through your User Content.
- **DO NOT** operate/develop a third-party application containing alcohol-related, dating or other mature content (advertisements included) without appropriate age-based restrictions.

Any post which does not comply with the Listori Terms and Privacy Policy will be removed at the discretion of Listori without any notice.

REMEMBER:

- The posts you upload to the Products of Listori are publicly visible unless you choose otherwise. **DO NOT** upload any post you do not want to be seen.
- Listori reserves the right to remove any post you upload to our website and/or to cancel your free Listori membership for any reason, including but not limited to violating or abusing the Terms and Conditions of Listori.

User Security

Listori cares about its users' security. We work to keep your content and account secure; however, we cannot guarantee that unauthorized third parties will not manage to defeat our security measures. Please keep your password secure and notify us of any compromised or unauthorised use of your account immediately.

License and Warranties

By uploading a post to Listori, you grant Listori and its licensees and assigns, a royalty-free, non-exclusive, global right to copy, crop, edit, publish, display, distribute, sublicense or otherwise use the post for the full term of copyright thereof, in connection with the publication or display of Listori content, in all languages and all media, whether now known or hereinafter devised, including without limitation on the Internet, on mobile platforms and/or devices, in printed materials, and in the advertising, publicity and promotion thereof.

You warrant that your post(s) do not violate any law or regulation; and do not infringe the rights of any person or entity, including, but not limited to, any copyright or trademark rights and/or rights of privacy or publicity. Neither Listori, nor its officers, partners, directors, employees, agents, successors, or assigns shall be liable for any costs, damage, injury, or any other claims incurred as a result of you uploading a post which violates the Terms and Conditions.

You understand and acknowledge that you will not have any right of approval over the use of the posts and will not receive any compensation as a result of any use of the posts by Listori

or its licensees and assigns. You also understand and agree that nothing in this agreement obligates Listori to display or use your post(s).

Posts Credit

By uploading posts, you conclusively grant permission to Listori and its licensees and assigns to use your screen name or member ID and submitted post(s), without compensation to you; to publicize and promote the post, and otherwise, both on Listori and in press releases chosen at the discretion of Listori.

Third-Party Links, Sites & Services

In Listori you may encounter links to third-party websites, services, advertisers, special offers, events or activities which are not owned or controlled by us. Listori does not assume or endorse any responsibility for any such third-party websites, services, information, materials or products. Accessing any such third-party website, service or content from Listori is at your own risk and you agree that Listori has no liability arising from your access to or use of any third-party website, service or content.

Additional Conditions

Listori is not responsible for the content of any comment. You acknowledge that comments represent the views and opinions of the person posting the comment and do not represent the views or opinions of Listori.

Avoid inappropriate material. You agree that you will not post any libellous, defamatory, unlawful, inflammatory, obscene, abusive, pornographic or otherwise inappropriate material. You will not post anything encouraging conduct that could constitute a criminal offense or give rise to a civil liability, or that provides instructional information about illegal activities. If you do, you indemnify Listori and its affiliates for any resulting damages, including the costs of legal fees.

You agree that you will not use threatening or abusive language, or anything that discriminates on the basis on race, religion, age, nationality, gender, sexual preference, etc. While expressing opinions, do not enter into personal attacks or publish any material that constitutes hate speech. Baseless, unproven accusations will not be tolerated.

You agree to not knowingly post content that violates or infringes on the rights of others, including copyright, trademark, trade secret, patent or other intellectual property right of any third party and including the privacy right of any individual.

Listori reserves the right to monitor all comments and delete, move or edit any comment and/or block or ban any user at any time for any reason.

Use of website: You agree that you will not restrict or inhibit any other user from using and enjoying the website, interfere or attempt to interfere with the proper workings of the site or do anything that imposes an unreasonable or disproportionately large load on website infrastructure. You agree that you will not solicit passwords or personal identifying information from other users, nor will you post any submission that contains a virus or other harmful component.

If you collect users' information, you must obtain their consent and make it clear that you are the one collecting their information, and not Listori. You must also post a privacy policy explaining the nature of information you collect and how it will be used. Do not post anyone's sensitive financial information or identification documents on Listori.

You further agree that you will not proceed to any actions which could lead to disabling, overburdening, or impairing the proper functionality or appearance of Listori: e.g. denial of service attack or interference with page rendering or other Listori functionality.

Listori rights. By submitting a comment, you grant Listori a royalty-free, irrevocable, perpetual, exclusive license (which it may sublicense) to use, publish, reproduce, modify, translate such content and distribute it in whole or in part with other works in any form, media or technology. You further agree that any posted message or submission may be published, edited, modified, transmitted and displayed in a Listori Product or publication, and you waive all moral rights in having the material changed or altered.

Listori reserves the right to remove or reclaim the username for your account if it believes it is inappropriate and/or offensive for any reason.

Listori reserves the right in its sole and absolute discretion to alter the Terms and Conditions at any time for any reason without prior notice.

Listori also reserves the right to reject and remove any uploaded User Content from display on its website, for any reason, at any time, without prior notice. You may also remove or delete a User Content you upload from display on Listori at any time, for any reason, without prior notice.

Any User Content which is flagged as inappropriate by members of the Listori community will be immediately removed from Listori. Listori will decide when or whether the flagged User Content(s) will be returned to display on the website.

You are responsible for the external websites' links you post on Listori. Any link which is flagged as inappropriate by members of the Listori community or Listori will be immediately removed from Listori.

Currently, there is no limit to the number of posts you can upload to Listori.

Contacting Us

If you have any questions about this Privacy Policy, the practices of Listori, or your dealings with Listori, please contact us at:

www.listori.com
info@listori.com

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