



**mavin**  
Content. Integrity. Movement.

## Terms of Use

### Introduction

The mavin.org website and service (the “Service”) which is operated by Mavin BV, with Dutch Chamber of Commerce number 61154466 (“Company”). By using the Service, you agree to be bound by these Terms of Use.

Please read these Terms of Use carefully before registering or using the Service. If you do not accept these Terms of Use, then you may not use the Service. These Terms of Use are subject to change by Company at any time, effective when posted on the Service. Your continued use after such notice will constitute acceptance by you of such changes.

### Use of the Service

You may use this Service solely for personal and/or commercial purposes and subject to these Terms of Use, all applicable laws, rules and regulations and any agreements or terms with third parties to which you are subject.

### Registration

You may use the Service without registration, but in order to take advantage of some aspects of the Service, you will need to register for an account. Your personal account is for your sole, personal use, you may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. You are responsible for the security of your password and will be solely liable for any use or unauthorized use under such password. When you register, we ask you to verify your email address. Without verification you cannot use the additional features of the Service.

### Your License to Company

The Service provides you with an opportunity to leave ratings on content on the web. You allow Company to use these ratings to calculate the Mavin Trust Score on the content rated.

## Acceptable Use Policy

Company expects all of its users to be respectful of other people. If you notice any violation of this Acceptable Use Policy or other unacceptable behaviour by any user, you should report such activity to Company at [info\[at\]mavin.org](mailto:info[at]mavin.org).

You are solely responsible for any ratings, comments, articles, podcasts or videos (together called Content) that you post using the Service or transmit to other users and agree that you will not hold Company responsible or liable for any Content from other users that you access on the Service.

Categories of prohibited Content below are merely examples and are not intended to be exhaustive. Company will make the sole determination as to whether or not Content is acceptable for the Service. Without limitation, you agree that you will not post or transmit to other users anything that contains Content that:

- is defamatory, abusive, obscene, profane or offensive;
- infringes or violates another party's intellectual property rights (such as music, videos, photos or other materials for which you do not have written authority from the owner of such materials to post on the Service);
- violates any party's right of publicity or right of privacy;
- is threatening, harassing or that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- promotes or encourages violence;
- is inaccurate, false or misleading in any way;
- is illegal or promotes any illegal activities;
- contains personal information of any party such as phone numbers, addresses, license plate numbers for which you have not received approval to publish etc;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

- contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

Company could use automatic tools to screen or monitor Content and affiliated publishing platforms may review Content from time to time at their sole discretion. Company will make all determinations as to what Content is appropriate in its sole discretion.

You may not use spiders, robots, data mining techniques or other automated devices or programs to catalogue, download or otherwise reproduce, store or distribute content available on the Service. Further, you may not use any such automated means to manipulate the Service or attempt to exceed the limited authorization and access granted to you under these Terms of Use. You may not resell use of, or access to, the Service to any third party.

## **Content Exposure**

You understand that when using the Service, you will be exposed to Content from a variety of sources, and that Company is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable. If you do so object, you should not use the Service.

## **Content Ownership**

You agree that any Content you publish on or using the Service is yours, that you own the copyright to that Content or that you have secured the rights to use that Content on the Service. It is solely your responsibility to ensure the copyright of your Content and the Service cannot be held liable and accountable when you fail to do so. Any fines as a result of breaching someone's copyright are to be paid by you.

## **Termination of Access**

In addition to any right or remedy that may be available to us under these Terms of Use or applicable law, we may suspend, limit or terminate your account, or all or a portion of your access to the Service, at any time with or without notice and with or without cause in case of breaching the Terms of Use.

## **Privacy**

The privacy of your personally identifiable information is very important to us. For more information on what information we collect and how we use such information, please read our [privacy policy](#).

## Links

This Service may contain links to other websites not maintained by us. These links may include listings that can provide you with further information, or links that have been included in materials uploaded to the Service by a party other than Company. We encourage you to be aware when you leave our Service and to read the terms and conditions and privacy statements of each and every website that you visit. We are not responsible for the practices or the content of such other websites or services. Despite any links that might exist on the Service, we do not endorse and are not affiliated with such third parties.

## Browser Plugin

Company has released a browser plugin (the "Plugin") as part of its Service. This Plugin enables users to rate content based on quality, fake news probability and plagiarism probability. The following terms and conditions apply to the Plugin:

- Users who want to rate articles or publish articles using the Service have to have a verified account on the Service.
- Company uses third party services in relation to Plugin, but Company cannot be held accountable for any bugs, mistakes or errors that occur due to bugs, errors or mistakes in those third-party services.

## Termination of Subscription Plan

Without prejudice to any remedy that Company may have against you, Company may terminate or suspend with immediate effect and without notice your access to and use of this Service and your membership if:

1. It reasonably believes that you have breached any of these Terms of Use;
2. It is unable to verify the accuracy or validity of any information provided by you;
3. Or it suspects fraudulent, abusive or illegal activity by you.

Should you object to any of these Terms of Use, or any subsequent changes to them, or become dissatisfied with the Service in any way, your only recourse is to immediately discontinue to access or use the Service.

You may cancel your membership at any time. Cancellation will take effect from the next payment period and you will not be entitled to a refund for any membership fee already paid. Once you cancel your subscription, you will no longer be able to receive leads. Any leads already received will remain available. Any premium content that you added on your profile will be removed.

Company also reserves the right to cancel your subscription for any reason, provided that we give you written notice of such cancellation and, in the event of cancellation, pay you a pro-rata refund for the outstanding portion of your subscription.

## **Our Proprietary Rights**

Company or its licensors are the exclusive owners of all software, graphics, designs and all copyrights, trademarks and other intellectual property or proprietary rights contained on or used in connection with the Service. Except as set forth herein, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. All rights not granted under these Terms of Use are reserved by Company.

## **No Warranties**

The service, including all content made available on or accessed through the service, is provided "as is" and we make no representations or warranties of any kind whatsoever for the content on the service. Further, to the fullest extent permissible by law, we disclaim any express or implied warranties, including, without limitation, non-infringement, title, merchantability or fitness for a particular purpose. We do not warrant that the functions contained in the service or any materials or content contained therein will be completely secure, uninterrupted or error free, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. We shall not be liable for the use of the service, including, without limitation, the content and any errors contained therein provided by third parties. In no event will we be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any direct, indirect, special, incidental, or other consequential damages, lost profits, lost data, lost opportunities, costs of cover, exemplary, punitive, personal injury/wrongful death, each of which is hereby excluded by agreement of the parties regardless of whether or not we have been advised of the possibility of such damages.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our

aggregate liability for all claims under such circumstances for liabilities, shall not exceed the lesser fifty euros (€50).

## Indemnity

You agree to defend, indemnify and hold harmless Company, its officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) any breach by you of any of these Terms of Use, (ii) your Content, (iii) your use of materials or features available on the Service (except to the extent a claim is based upon infringement of a third party right by materials created by Company) or (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

## Governing Law

This Agreement shall be governed in accordance with the laws of The Netherlands, without giving effect to any conflicts of law principles. You agree to the exclusive jurisdiction of the Court of The Hague, the Netherlands for resolution of any disputes arising out of or concerning this Agreement.

Any claims asserted by you in connection with the Service must be asserted in writing to Company within one (1) year of the date such claim first arose, or such claim is forever waived by you. Each claim shall be adjudicated individually, and you agree not to combine your claim with the claim of any third party.

## Digital Millennium Copyright Act ("DMCA") Notice

Materials may be made available via the Service by third parties that are not within our control. We are under no obligation to, and do not, scan content used in connection with the Service for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to remain on the Service.

If you believe any materials on the Service infringe a copyright, you should provide us with written notice that at a minimum contains:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Email: [info\[at\]mavin.org](mailto:info@mavin.org)

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

## Severability

If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use.

## Waiver; Remedies

The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms of Use by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other terms of these Terms of Use. Our rights and remedies under these Terms of Use shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

## Contact Information

Should you have any questions you may contact us at [info\[at\]mavin.org](mailto:info@mavin.org).

## Effective Date

These Terms of Use were last updated on July 6, 2020.