

# ZwickNet Terms of Use

These Terms and Conditions are effective on March 14, 2024.

By using the ZwickNet website, the ZwickNet Service, or any applications (including mobile apps) made available by Kyan Zwick (all together, the “Service”), accessed through any means, you agree to being bound by the following (“Terms and Conditions”). The Service is owned, and controlled by Kyan Zwick, which is not a registered company. These Terms and Conditions affect your legal rights and obligations. If you do not agree to any of the following Terms and Conditions, please do not access or use the Service. If you have a recommendation for a change to the terms and conditions, please contact us at: [contact@zwick.au](mailto:contact@zwick.au).

There may sometimes be special features offered by us, that have its own terms and conditions that apply in addition to these terms of use. In a case where those terms of the special feature conflict with these terms and conditions, the special feature’s terms and conditions override those of this document.

In these terms and conditions, “You” refers to the person reading this, agreeing to these terms, and the person using this Service. “We” “Our” and “Us”, refer to the Service, Kyan Zwick, and the people running the Service. “Content” refers to text, photos, videos, links, or files posted on the site.

## 1. Liability

- a. We are not liable for any harm, or damage caused while using the Service, while we will do what is in the best interests of you, the user to minimise damage while using the Service.
- b. We do not have any control or influence over the content posted by users on this site unless it is posted by official accounts.

## 2. Basic Terms

- a. You must be at least 13 years of age to use the Service.
  - i. If you are under the age of 13 years, do not create an account.
- b. You may not post nude, partially nude, violent, discriminatory, unlawful, infringing, hateful, pornographic, or sexually suggestive content via the service.
- c. You are responsible for all activity that occurs on and through your account and that you will not do the following with your account.
  - i. Sell, transfer, license, or assign your account, followers, username, or any account rights.
  - ii. However, there is an exception to i that if you are person or business that is authorised to create accounts on behalf of their employers or clients.
  - iii. You agree that you will not create an account for anyone other than yourself.
  - iv. You also agree that any information that you provide or have provided to us upon registration and always is accurate, true, complete, and current, and that you update it when necessary to maintain its accuracy.

- d.** You agree that you will not collect or use the login credentials of other users of the service.
- e.** You are responsible for keeping your login credentials from others, and secure.
- f.** You cannot stalk, bully, defame, abuse, harass, threaten, impersonate, or intimidate others, including individuals and entities. You must not post confidential or private information on or through the Service, including and without limitation:
  - i.** Credit card information.
  - ii.** Any form of identity numbers, or government documents.
  - iii.** Non-public phone numbers or email addresses.
  - iv.** Non-public or residential home addresses.
- g.** You will not use the Service for any illegal or unauthorized purpose. You agree to follow all the rules, laws, and regulations (federal, state, local, and provincial) applicable to your use of the Service and your content, including but not limited to copyright laws.
- h.** You are responsible for all of your conduct, and any data, text, files, information, usernames, images, graphics, photos, profiles, audio, and videos, sounds, music, works of authorship, applications, links, and all other content or materials, (collectively, "Content") that you submit, post or display on or through the service.
- i.** You must not modify, change, adapt, or alter the Service, or modify another website or application to falsely imply that it is associated with the Service, Kyan Zwick, or ZwickNet.
- j.** You must not create or submit unwanted email, likes, comments or other forms of harassing communications also known as spam to any ZwickNet or Kyan Zwick users.
- k.** You must not use domain or website names/URLs in your username without written consent from ZwickNet or Kyan Zwick.
- l.** You must not disrupt or interfere the Service, servers, or network connected with the Service, including by uploading or transferring spyware, viruses, worms, or other means of destructive software. You must not inject code or content or other means as to alter or interfere with the way ZwickNet or connected sites are displayed in a user's device or browser.
- m.** You must not create accounts on the service through unauthorized means, including but not limited to, using an automated device, script, bot, spider, crawler, or scraper.
- n.** You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms and Conditions or any other ZwickNet or Kyan Zwick terms.
- o.** Violating these Terms and Conditions may, at Jar of Mind's and Kyan Zwick's decision, result in the termination of your ZwickNet account or Kyan Zwick account. You also understand that we are not and cannot be responsible for the content posted on the service, and you use the service at your own risk.
- p.** If you violate these Terms and Conditions or otherwise create risk or possible legal exposure for ZwickNet, or Kyan Zwick, we can stop providing part or all of the Service to you.

### 3. General Conditions

- a.** We reserve the right to terminate, modify, or remove your access to the Service for any reason, without notice, at any time, without liability to you.
  - i.** You can delete your ZwickNet account by logging on to the Service and going to <https://portal.zwick.au/user/account/delete/>.
  - ii.** If you are the owner of any spaces, then you must first transfer the ownership of the spaces to other users or delete the spaces.
  - iii.** If your account is deleted, either by ZwickNet, or through your own means, your content posted, profile, and friendships will no longer be available, but content you have posted to the site may still be visible (if reshared by others).
- b.** Upon your account deletion, all rights granted to you in these Terms and Conditions, and licenses granted to you immediately cease.
- c.** We reserve the right, in our sole discretion, to change these Terms and Conditions, from time to time. Unless the change is made for legal or administrative reasons, we will provide a reasonable advanced notice before the updated Terms and Conditions become effective.
  - i.** You agree that we may notify you about the updated Terms and Conditions by posting them on the service.
  - ii.** By using the Service after the effective date of an update to the Terms and Conditions, you agree to the updated Terms and Conditions.
  - iii.** It is your responsibility to read these Terms and Conditions carefully before using the Service, and to read the updated Terms and Conditions before they come into effect.
  - iv.** The updated Terms and Conditions are effective as of the time of posting, or such later date will be specified in the updated Terms and Conditions and apply to your use of the Service from that point forward.
  - v.** Updated Terms and Conditions will govern any disputes, or issues that have arisen before the effective date of the updated Terms and Conditions.
- d.** We reserve the right to refuse access to the Service to anyone, for any reason, at any time.
- e.** We reserve the right to force forfeiture of any username for any reason.
- f.** We may, but do not have the obligation to, remove, edit, block, and/or monitor content or accounts containing content that we determine in our sole discretion has violated these Terms and Conditions.
- g.** You are solely responsible for your interaction with other users, and spaces of the Service, whether online/through the Service, or offline. You agree that ZwickNet is not responsible or liable for the conduct of any user.
  - i.** ZwickNet reserves the right, but has no obligation, to monitor, or become involved in disputes between you and other users of the Service.

- ii.** Exercise common sense and your best judgement when interacting with others, including when you submit or post content or any other personal or other information.
- h.** There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Service. The Service also includes third-party content that we do not control, maintain, or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. For example, the Service may include a feature that enables you to share Content from the Service or your Content with a third party, which may be publicly posted on that third party's service or application. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. We do not control any of these third-party web services or any of their content. You expressly acknowledge and agree that ZwickNet is in no way responsible or liable for any such third-party services or features. **YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY.** You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an "Application") and such Application may interact with, connect to or gather and/or pull information from and to your Service profile. By using such Applications, you acknowledge and agree to the following:
  - i.** If you use an application to share information, you are consenting to information about your profile on the Service being shared.
  - ii.** Your use of an application may cause personally identifying information to be publicly disclosed and/or associated with you, even if ZwickNet, or Kyan Zwick have not provided such information.
  - iii.** Your use of an application is at your own option and risk, and you will hold the Kyan Zwick Parties (defined below) harmless for activity related to the Application.
- i.** You agree that you are responsible for all data charges you incur through the use of the Service.
- j.** We do not allow crawling, caching, scraping, or otherwise accessing any content through automated means. This includes but is not limited to, user profiles and content. The exceptions to this term are the results of standard search engine protocols or technologies used by search engines, otherwise by ZwickNet or Kyan Zwick's written consent.

#### **4. Rights**

- a.** ZwickNet does not claim ownership of any Content that you post on or through the Service. Instead, you grant ZwickNet a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service. Subject to the Service's Privacy Policy, available here: <https://www.zwick.au/legal/privacy-policy> .

- b.** Some of the Service in the future may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that ZwickNet may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
- c.** You acknowledge that we may not always identify paid services, sponsored content, or commercial, communications as such.
- d.** You represent and warrant that:
  - i.** You own the Content that you have posted on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms and Conditions.
  - ii.** That the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademarks, and/or other intellectual property rights.
  - iii.** You agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service.
  - iv.** You have the legal right and capacity to enter into these Terms and Conditions in your own Country or jurisdiction.
- e.** Although it is our intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
- f.** We reserve the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by ZwickNet, or Kyan Zwick, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, we encourage you to maintain your own backup of your Content. In other words, ZwickNet is not a backup service, and you agree that you will not rely on the Service for the purposes of Content backup or storage. ZwickNet will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.
- g.** You agree that ZwickNet, and Kyan Zwick are not responsible for, and do not endorse, Content posted within the Service. We do not have any obligation to pre-screen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content.
- h.** Except as otherwise described in the Service's Privacy Policy, available at <https://Jarofminds.com/legal/page/view?pageKey=privacy>, as between you and us, any Content will be nonconfidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with ZwickNet is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place ZwickNet in a position that is any different from the position held by members of the general public, including

with regard to your Content. None of your Content will be subject to any obligation of confidence on our part, and we will not be liable for any use or disclosure of any Content you provide.

- i. It is Jar of Mind's policy to accept and consider content, information, ideas, suggestions from the users. If you choose to send us content, information, ideas, suggestions, or other materials, you further agree that ZwickNet, and Kyan Zwick are free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

## **5. Copyright and Intellectual Property Violations**

- a. We respect other people's rights and expect you to do the same.
- b. To report violations of your intellectual property rights, please contact us through email to: [contact@zwick.au](mailto:contact@zwick.au)
- c. If you repeatedly infringe other people's intellectual property rights, we can, disable or delete your account when appropriate.

## **Entire Agreement**

If you are using the Service on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between you and ZwickNet and governs your use of the Service, superseding any prior agreements between you and ZwickNet. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of ZwickNet. Any purported assignment or delegation by you without the appropriate prior written consent of ZwickNet will be null and void. ZwickNet may assign these Terms of Use or any rights hereunder without your consent. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms of Use remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.

The effective date of these Terms and Conditions is March 14, 2024. These Terms and Conditions were written in English (UK). If any translated version of these Terms and Conditions conflict with the English version, the English version controls.