

# ShamanX

## Terms and Conditions

Effective date: March 9, 2020

ShamanX (hereinafter "the Company", "we" or "us") is a French Limited Company and is accessible via our website [www.shamanx.com](http://www.shamanx.com) and delivers its services via our mobile application (hereinafter the "Application") available on IOS and Android. **ShamanX' mission is to enable Personal Development, Coaching, Mental and Physical Health by connecting individuals and companies, who can deliver advice and tips".**

The website, our services and ShamanX application (The "Application") are globally referred to as "Services".

The user is referred to as "User", "Member", "Visitor" or "you".

The User and the Company are the "Parties".

### Agreement to Terms and Scope

Any access or use of our Services implies the acceptance and respect of all present terms and conditions (the "Terms"), even when you are using our Services on behalf of a company. Please read the Terms carefully before using the Application or the Services.

If you don't agree with any of the Terms, DO NOT use the Services.

### Privacy and Data Protection Policy

Providing our Services requires collecting and using some information. For instance, the Company may collect statistics, performance and usage data related to the Services or their utilization and may use related information for developing purposes or making that information public, provided however than such information does not contain any of the User's data and/or confidential information. The Company retains all intellectual property rights on such information.

When you use our Services, you agree to all these terms. Your use of our Services is also subject to our [Privacy and Data Protection Policy](#), which covers how we collect, use, share, and store your personal information.

The Privacy and Data Protection Policy are part of the Terms.

## **Changes to Terms**

We reserve the right to change or update the Terms at any time, or any other of our policies and practices.

We may update and change the Services and the Application in our absolute and sole discretion, including, but not limited to, changes in the features and content of the Application.

Any changes or updates will be effective immediately, and your continued use of the Application or the Services will constitute agreement with these amendments.

Effective Terms of Services are available on [www.shamanX.com](http://www.shamanX.com)

## **Access and Use of Services**

In order to access the Application or the Services, you must create an account during your first connection to the Application, by completing the registration form.

For registration, a valid email address is mandatory, choose a password, or alternatively use your existing Google account. Then you must confirm your registration by clicking on the "Create account" button.

In order to use the Services, you have to be 13 years old or older ("Minimum Age"), be authorized to use the Services under applicable law and not be forbidden to use the Services under applicable law.

However, if the law requires that you be older in order for the Company to lawfully provide the Services to you without parental consent (including use of your personal data) then the Minimum Age is such older age.

To make a purchase via the Services, you must be 18 years or older and capable of forming a binding contract.

The username and password that you have created, are your own, and are personal and confidential.

You agree to keep your password secret and not disclose it by any means whatsoever.

You will not share an account with anyone else and will follow the law and our rules described in the present Terms. You are responsible for anything that happens through your account unless you close it or report misuse. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

In addition, identity theft is expressly forbidden.

Every User may create only one account. If, for any reason, we disable your account, you must not try to create another account without prior permission.

You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real name on your profile;
- Use the Services in a responsible manner.

## **Services and Guarantees**

When you register, you become a Member. If you have chosen to not register for our Services, you may still access certain features as a Visitor.

By creating an account on the Application and using the Services, you certify and agree that:

- the information you provide is personal, accurate and you are not using personal information of others;
- you are legally able to enter into legal agreements;
- you are at least 13 years old and if you are under the age of 18 (or of adult age pursuant to the law applicable to you), you create your account and you are engaged under the direction, supervision and with the consent of your legal representatives;
- you will update your personal information when needed.

You agree that we deliver notices and messages to you through our websites, Application and emails, using your contact detail details. If your contact details are not up to date, you may miss important notices.

You agree to receive emails related to marketing communication of the Company.

You can easily unsubscribe from these emails by following the opt-out instructions in these emails.

For management purposes of the Services and the Application, the Company may at any time:

- Suspend, interrupt or limit access, to all or part of the Application, for specific Users;
- Delete information that could disrupt operations or that is against national or international law;
- Suspend the Services in order to proceed with updates.

## **Objectionable Content Policy**

The Company maintains a zero-tolerance policy regarding “Objectionable Content”. Objectionable Content may not be uploaded or displayed to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content.

Objectionable Content includes, but is not limited to:

- Sexually explicit materials;
- Obscene, defamatory, libellous, slanderous, violent and/or unlawful content or profanity;
- Content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent;
- Content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms;
- Gambling, including without limitation, any online casino, sport bets, bingo or poker.

Any user can flag content they deem objectionable for review, by using the “Report Button” in the Application or by email: [contact@shamanx.com](mailto:contact@shamanx.com). Content will be moderated by the Company to ensure the timely removal (within 24 hours) of any and all objectionable content.

User accounts which have been confirmed responsible for posting objectionable content will be blocked by the Company from access to the Services.

## **Intellectual Property and Copyright Policy**

### **1. Intellectual property rights**

The Company reserves all of its intellectual property rights in the Services. Using the Services does not give you any ownership in our Services or the content or information made available through our Services.

The Company is the sole owner of its Application, Services and owns all intellectual property rights thereto, including logo, techniques, concepts, trademarks, information, documentation, know-how, methods or processes, past developments and/or developments made or acquired during the present Terms. It is expressly agreed that all documents, studies, projects and other designs, visual, graphic or sound, developed, updated or created for the purposes of the present Terms shall be the exclusive property of the Company.

### **2. Rights and conditions related to the content and application**

"Content" refers to text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services.

"User Content" means any Content, without limitation, that Users provide to be made available through the Services.

"Company User Content" means User Content provided by Users who are employees of the Company when they post the content into the Application.

Except for Company User Content, the Company does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

Subject to the foregoing, the Company and its licensors exclusively own all rights, title and interest in the Services and Content, including related intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of France and foreign countries. You agree to not remove, alter or obscure any copyright, trademark, services mark or other proprietary right notices incorporated in or accompanying the Services or Content.

You are responsible for the content you post on the Application. This means you assume all risks related to it, including someone else's reliance on its accuracy, or claims relating to intellectual property or other legal rights. You can delete any of your posts, or your account, at any time. Deleting your account will delete your content posted in the Application. But only the Content that is within the Application. Deleting an account cannot delete the content that has been sent outside the Application.

You're welcome to post content on the Application that you've published elsewhere, as long as you have the rights to do so and are not in conflict with any other agreement you have made.

You own all of the content, feedback and personal information you provide to us, but you also grant us a non-exclusive license to it.

In addition, by making any User Content available through Services you hereby grant to the Company a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute your User Content in connection with operating and providing the Services and Content to you and to other Users.

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable license to:

- Download, view, copy and display the Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.
- Download and install a copy of the Application on a mobile device or computer that you own or control and to run such copy of the Application solely for your own personal, non-commercial purposes.

Except as expressly permitted in these Terms, you may not:

- Copy, modify or create derivative works based on the Application;
- Distribute, transfer, sublicense, lease, lend or rent the Application to any third party;
- Reverse engineer, decompile or disassemble the Application;
- Make the functionality of the Application available to multiple Users through any means.

### **3. Sharing**

When you share information on our Services, others can see, copy and use that information. Our Services allow messaging and sharing of information in many ways, such as your profile, posted content, messages. Information and content that you share, or post, may be seen by other Users (including outside the Services).

We are not obligated to publish any information or content on our Services and can remove it with or without notice.

### **4. Complaints regarding content posted on the Application**

The Company respects intellectual property rights of others and wants to offer Services without content that violates those rights. Our Terms require that information posted by User be accurate, lawful and not in violation of the rights of third parties. To support those objectives, the Company provides a process for submission of complaints for the content posted by Users. Our policy and procedures are described and/or referenced in the sections that follow.

Please note that whether or not we disable access to or remove content, the Company may make a good faith attempt to forward a written notification, including the complainant's contact information, to the User who posted the content and/or take other reasonable steps to notify the User that the Company has received notice of an alleged violation of intellectual property rights or other content violation. It is also our policy, in appropriate circumstances and in our discretion, to disable and/or terminate the accounts of Users, who infringe or repeatedly infringe the rights of others or otherwise post unlawfully.

Please note that any notice or counter-notice you submit must be truthful and must be submitted under penalty of perjury. A false notice or counter-notice may give rise to personal liability. You may therefore want to seek the advice of legal counsel before submitting a notice or a counter-notice.

### **5. Notice of Copyright Infringement**

The Company has implemented procedures for receiving written notification of claimed infringements. If you believe in good faith that your copyright has been infringed, you may complete and provide a written communication which contains:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description specifying the location on our website of the material that you claim is infringing;
- Your email address and your mailing address and/or telephone number;

- A statement you make that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement you make under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please submit your notice to the Company's Copyright Agent as follows:

[contact@shamanx.com](mailto:contact@shamanx.com).

Or contact us by mail at:

***ShamanX SASU***

*17 rue Henry Monnier*

*75009 Paris*

*France*

## **6. Counter-Notice**

If you believe that a notice of copyright infringement has been improperly submitted against you, you may submit a Counter-Notice, that is a written communication including:

- Your physical or electronic signature;
- Identification of the material removed or to which access has been disabled;
- A statement under penalty of perjury that in good faith you believe that removal or disablement of the material was a mistake
- Your full name, your email address, your mailing address, and a statement that you consent to the jurisdiction of France.

Please submit your Counter-Notice to the Company's Copyright Agent email at [contact@shamanx.com](mailto:contact@shamanx.com), or mail to the address specified above.

## **7. Claims regarding content other than copyright infringement**

For issues other than copyright infringement, including but not limited to:

- Inappropriate or offensive content
- Inappropriate profile photos
- Inaccurate profiles
- Inappropriate groups
- Doubtful messages or phishing
- Security concerns or vulnerability

Please contact the Company at the following email address: [contact@shamanx.com](mailto:contact@shamanx.com).

## **8. Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site:

- The Terms are concluded between you and the Company, and not with App Distributor. The Company is solely responsible for the Application.
- The license granted to you for our Application is limited to a non-transferable license to use the Application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service.

## **Services Availability and Warranty Disclaimers**

The Company implements all reasonable means at its disposal to ensure quality access to the Services as well as the security of the data that you may publish via the Application.

However, the Company does not guarantee that the Services and the Application will always be available. Your access to the Services may occasionally be restricted including, but not limited to, maintenance, installation of new facilities, implementation of additional services. We will try to resume Services as soon as reasonably possible

The responsibility of the Company cannot be engaged in the event of failure, breakdown, difficulty or interruption of operation, preventing access to the Services or to the Application or to one of its functionalities.

The connection material to the Application you use is under your sole responsibility. You must take all appropriate measures to protect your material or device and your own data, in particular from viral attacks by Internet. You are also solely responsible for the sites and data that you access.

The Company cannot be held responsible in a case of legal procedure against you:

- Due to the use of the Application or any part of the Services,
- Due to your non-compliance with these Terms.

The Company cannot be held responsible for damage caused to yourself, third parties and/or to your equipment as a result of your connection or use of the Services and hence, you agree to have no right of any action as a consequence of that.

If the Company were to enter into an amicable or legal procedure because of your use of the Services, the Company reserves the right to obtain compensation for all potential damages, sums, convictions and costs that could arise from the procedure.

## Prohibitions and Interactions on the Application

You agree that you will not directly or indirectly use the Services for illicit purposes and notably:

- Create a false identity on the Application, misrepresent your identity, create a User profile for anyone other than yourself, or use or attempt to use another's account;
- Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles, content and other data from the Services;
- Create, solicit, transfer, download or publish any comment, request, suggestion, proposition, image, file or data or any other communication or behavior that is, or may be perceived or interpreted to be obscene, indecent or pornographic;
- With the intention to harm, threaten, or harass any person or entity;
- Override any security feature or bypass or circumvent any access controls or use limits of the Service;
- Copy, use, disclose or distribute any information obtained from the Service, whether directly or through third parties (such as search engines), without the consent of the Company;
- Disclose information that you do not have the consent to disclose (such as confidential information of others, including your employer);
- Violate, infringe, or potentially infringe the rights of a third party notably the intellectual property rights, copyrights, patents, trademarks, trade secrets, professional or commercial secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
- Violate, infringe, or potentially infringe the intellectual property or other rights of the Company including, without limitation, (i) copying or distributing our technology, unless it is released under open source licenses; (ii) using the word "ShamanX" or our logos in any business name, email, or URL except as provided in our guidelines;
- Post anything that contains software viruses, worms, corrupt data or any other harmful code;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- Imply or state that you are affiliated with or endorsed by the Company without our express consent (e.g., representing yourself as an employee or partner of the Company)
- Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without the Company's consent;
- Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- Monitor the Service's availability, performance or functionality for any competitive purpose;
- Affect the performance or the availability of the Service;
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;

- Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring content included on the Services);
- Import, add, modify or delete data in the Services database by any method other than direct data entry through ordinary operation of the Services unless otherwise authorized in advance in writing by the Company;
- Interfere with the operation of, or place an unreasonable load on the Services (e.g., spam, denial of services attack, viruses, gaming algorithms);
- Violate any local, regional, national, federal, international or foreign, applicable law or regulation, notably laws concerning the illegal exportation of restricted information as defined by the French Courts, the U.S Department of State and the U.S Department of Commerce or by any other country or national or international organization which may be applicable to the Company;
- Encourage or enable any other individual to do any of the aforementioned.

As a reminder, you are responsible for the messages, content and information you publish on the Application. Since in its capacity as host of the Services considered here, the Company cannot be responsible for the content published by members on the Application and over which the Company exercises no power of control and monitoring.

Nevertheless, we reserve the option to withdraw or deactivate access to any content, at any time and without prior notice, in particular if we deem, in our sole discretion, that the content is objectionable for any reason including but not limited to, we consider it violated the Terms.

We have the right to investigate violations of these Terms and any behavior that affects our Services. We may also consult and cooperate with law enforcement authorities to prosecute Users who violate the law.

## **Termination**

You are free to terminate your account at any time without prior notice by sending us an email at: [contact@shamanx.com](mailto:contact@shamanx.com).

Please note, even after the termination, interruption or cancellation of the Services and/or your account, all of the clauses of these Terms, in particular the clauses relating to ownership, exclusions from warranty, limitations of liability and settlement of disputes will remain in force given their nature.

As explained in the "Services and Guarantees" section, the company could also terminate your access and use of the Services, at its sole discretion, at anytime and without prior notice.

## **Survivability**

Clauses, which by their nature, are intended to survive the termination of the present Terms, shall remain in effect. Such clauses include, in particular Intellectual Property and Copyright Policy, Services Availability and Warranty, Prohibitions and Interactions on the Application, Limitation of Warranties, Confidentiality, Third Party Materials, Severability, Applicable Law and Jurisdiction.

## **Hyperlinks / Links to Third Party websites or Resources**

The Services and the Application may contain links to third-party websites or resources.

The Company only provides these links for convenience and is not responsible for the content, products or services available on those websites, resources or links displayed on such websites.

You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

All links must be removed at the request of the Company.

## **Limitation of Warranties**

THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, CONTENT INCLUDING USER CONTENT AND COMPANY USER CONTENT. THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF CONDITION, QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES SHALL MEET USER'S NEEDS OR EXPECTATIONS OR SHALL OPERATE IN ALL COMBINATIONS WHICH MAY BE SELECTED FOR USE BY USER, THAT THE OPERATION OF THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SERVICES SHALL BE CORRECTED. THE COMPANY SHALL NOT BE LIABLE TO USER FOR LOSS OF USE OF ANY WORKS, LOSS OF PROFIT, LOSS OF ANY CONTRACT OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHICH MAYBE SUFFERED BY USER IN CONNECT WITH THE USE OF THE SERVICES OR THE APPLICATION.

## **Confidentiality**

User may receive confidential information ("Confidential Information") under these Terms ("Receiving Party"). Receiving Party shall take commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party ("Disclosing Party"), which shall in no event be less than a reasonable degree of care. Confidential Information shall either be marked as confidential or proprietary or

considered confidential if a reasonable person under the circumstances would understand it to be confidential.

Receiving Party shall ensure that its suppliers and contractors that have access to such information are bound by the same obligations of confidentiality. All provisions of the present Terms relating to the Confidential Information shall apply for the duration of the present Terms and for a period of five (5) years after the completion of the last services under the Terms. The obligation shall not however apply to information that is released into the public domain without the breach by a Party of its confidentiality obligations.

The Confidential Information shall remain the property of the party disclosing such information.

## **Third Party Materials**

The Services may contain features and functionalities providing with certain functionality or access to third party materials such as websites, directories, servers, networks, systems, information, databases, content, data, applications, software, programs, products or services (hereinafter referred to as "Third Party Materials").

User acknowledges that the Company is under no circumstances responsible for any of these Third-Party Materials and does not warrant or support Third Party Materials.

When User uses, installs or intends to install Third-Party Material with Company's Services, User thereby grants Company permission to access and give access to User's Content as required for the interoperability of Third-Party Materials with the Services. To the maximum extent permitted by applicable law and notwithstanding anything contrary to these Terms, the Company bears no responsibility of any kind for any disclosure, modification or deletion of User's Content resulting from interoperation with a Third-Party Material.

## **Severability**

In the event that a clause or part of a clause of the present Agreement is declared to be void or unenforceable, this shall not affect the validity of the other dispositions which shall remain in full effect.

Article headings and titles are included for convenience and shall not affect the meanings of the terms or conditions hereof. In the event that there is a conflict between an article title and one or more of the dispositions of the present Terms, the titles shall be deemed irrelevant.

## **Independent Parties**

The Parties are independent contractors and nothing in the Terms is to be construed as creating an agency, partnership, joint venture, employment, or any other form of legal association between the parties. The Company may use the name of User, including its trademarks and logos, in commercial or non-commercial advertising, articles, press releases, sales and promotional materials including the Company website.

## **Applicable Law and Jurisdiction**

These Terms and their interpretation are subject to French law.

All disputes relating to the validity, execution or interpretation of these Terms, whether on the merits or on the form, will be subject to the exclusive jurisdiction of the courts of Paris, France, notwithstanding plurality of defendants or appeal as a guarantee, even for emergency procedures or conservatory or interim proceedings.

## **Contact Information**

If you have any questions regarding the Services, the Company or these Terms, please contact us at [contact@shamanx.com](mailto:contact@shamanx.com).