



## Terms of Use

Welcome to Meme The Playoffs. Hereinafter: "Kworq", "The Site"). Use of this site is governed by the Terms and Conditions set forth. **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.**

### 1. TERMINOLOGY AND INTERPRETATION

The section headings used in this agreement are solely for the convenience of the reader and shall not be given any legal import.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer and any or all agreements: "User", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "The Site", "The Site", "We" and "Us", refers to our Company. "Party", "Parties", or ""Us", refers to both the users and the Site, or either the user or the Site.

The content provided by Kworq may be used for entertainment purposes only. By using, accessing or downloading materials from this website you agree to follow the terms and provisions as outlined in this legal notice, which apply to all visits to the Site, both now and in the future. If you do not agree to these Terms and Condition, please do not use this Site.

### 2. GENERAL

2.1. IN USING THIS WEBSITE YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS.

2.2. The purpose of the Site is to provide a platform for sharing humoristic and satiric materials.

2.3. These conditions apply to the use of the contents contained on the Site through a computer or any other communication device (including, but not limited to a mobile and cellular phones, PDA's and other various end-user devices). These terms and conditions also apply to the use of the Site through the internet or any network or other means of communication.

2.4. Kworq reserves the right to change these terms and conditions without obtaining the user's consent. You are encouraged to read these terms and conditions in your future visits to the Site, and to be always updated about the terms and conditions of use in this Site.

### 3. DISCLAIMERS

3.1. You agree that your use of this site, your reliance on any material contained in this site and any uploads, comments or any other information you may gain, use or give on this site, are at your own risk.

3.2. Kworq will take efforts to make the Site and all the materials in it free of malicious programs and/or viruses. However, the Site and all the materials in it are provided "as is" and, to the fullest extent permitted by law, are provided without warranties of any kind, either express or implied. This means, without limitation, that Kworq DOES NOT WARRANT that the Site is fit for any particular purpose; that the functions contained in the materials of the site will be uninterrupted; that defects will be corrected; that the site is free of viruses and other harmful components or that the site is accurate, error free or reliable.

3.3. You acknowledge that Kworq and third party content providers, their partners and affiliates together with their respective employees, agents, directors, officers and shareholders, ARE NOT LIABLE for any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures or for the theft, destruction, damage or unauthorized access to your computer system or network.

3.4. You acknowledge that Kworq is not liable for any defamatory, offensive or illegal conduct or material found in connection with this site, including such conduct or material transmitted by any means by any other person.

3.5. You acknowledge that Kworq and third party content providers are not liable for any damages, including, without limitation, direct, incidental, special, and consequential or punitive damages, in connection with or arising from your use or from your inability to use the site.

3.6. With respect to any content provided by you and/or users or other submissions, Kworq is merely a distributor of such content. Kworq is not and will not be responsible for any content submitted by users or other third parties, including opinions, judgments, advice, statements, pictures, designs, trademarks, texts, services or any other kind of information. Kworq shall not be liable for any loss or damage caused by any reliance upon such information obtained and/or uploaded through the Site. It is solely your responsibility to evaluate the accuracy, completeness, or usefulness of any content.

#### 4. CONTINUITY, AVAILABILITY AND RELIABILITY OF SERVICE

4.1. Kworq does everything it can to ensure the credibility and accuracy of the information contained on the site, but it cannot guarantee reliability and accuracy of such information. If you discover inaccuracy in such information, please notify us.

4.2. Kworq reserves the sole right to make any changes to the Site at any time for any reason, without prior notice, without your consent and/or knowledge and without any liability for such changes.

4.3. Kworq may close the site and/or change it from time to time, change the content, structure, appearance and availability of services provided, without prior notice, without your consent and/or knowledge and without any liability for such changes and acts.

#### 5. USE OF THIS WEBSITE

5.1. You and/or anyone on your behalf will not operate or allow operation of or upload any computer application or program or any other means or measures (including but not limited to Worms, Crawlers, Viruses, Trojan horses and Robots), for searching, scanning, copying or automatic retrieval of content from the Site. You expressly agree not to create and not to use any means to create a digest, as stated, or a collection reservoir that will contain content from the Site.

5.2. You and/or anyone on your behalf acknowledge that it is strictly prohibited to make changes to or copy, distribute, transmit, display, perform, reproduce, publish, issue a license, create derivative works from or sell an item, information, software, products or services from the site.

5.3. The website contains areas in which users may upload content of any kind (such as photographs or written content), write reviews, communicate with each other and/or with the website (Hereinafter: "Communication Services").

5.4. You hereby agree to use the site, as well as the Communication Services only to provide and/or receive information and material that are proper. When using the website, among other forbidden uses, you expressly agree not to:

- Harass, "stalk", threaten, abuse, defame or violate in any other way the legal rights of others.
- Upload, publish, post, or collect any material that is defamatory, indecent, inappropriate or unlawful.
- Upload, publish, post, or collect any material that is libelous, or is an invasion of privacy or publicity rights or any other third party rights; or are for commercial purposes or contain advertising or are intended to solicit a person to buy or sell services or to make donations; or include information of any kind that may mislead a consumer.
- Upload, publish, post, or collect any material that may constitute a criminal offense, gives rise to civil liability or violate any state, local, national or international law.
- Collect or "harvest" information about any other user, including, but not limited to users' e-mail addresses.
- Upload, publish, post, or collect any material that may infringe any rights of any party, including but not limited to intellectual property rights such as trademarks, copyrights, trade secrets, designs and patents.
- Use the Site in relation and/or in connection with "spam" or "junk" mail of any kind (commercial or personal).
- Improperly assume or claim the identity, characteristics or qualifications of another person.

5.5. You acknowledge that communication and information to and from the Site are not confidential.

## 6. EXTERNAL LINKS

6.1. This site may contain and/or include hyperlinks, links and feeds that provide information and services, including but not limited to commercial materials, websites with other content (hereinafter: "the links"), to information resources or other resources located on other websites (hereinafter: "other sources").

6.2. The links are provided on the website solely for your convenience and the inclusion of the links in the Site does not imply any authorization and or a "seal of approval" for the content, data or information of any kind published in the links.

6.3. Kworq is unable to control any of the content, data or information of any kind that is published in the links, and therefore Kworq is not responsible for such content, data or information.

6.4. There is no guarantee that all links on Kworq will lead to active Sites.

6.5. Without derogating from the above, Kworq will not be held liable for any direct or indirect damage, caused to you or your property resulting from using or relying on the content, data or information from the links. Kworq will not be held liable for any indirect or direct damage due to your use of or reliance on information posted on the Site by any third party.

## 7. ABUSE

7.1. Kworq tends to maintain an adequate and safe operational level of the website and services provided to the User. Please report any problems and/or offensive content and/or any breach of policy.

7.2. It is Kworq 's intent to make sure that the services offered on the site do not violate copyright, trademark rights or any other rights of any third party. If you are concerned that such rights have been infringed, please send a message as soon as possible.

7.3. Kworq cannot ensure that users on the site have the rights to material, information and other content uploaded by them to the site, thus we will need your help to identify items that violate rights.

7.4. Without derogating from the aforementioned, Kworq is a website intended solely for humor and satire purposes and the complete content on the website is therefore protected under Fair Use, as stipulated by U.S. copyright law.

## 8. SITE CONTENT

8.1. Kworq cannot and does not monitor or review any information uploaded to the Site or information automatically uploaded to the Site.

8.2. Kworq encourages freedom of expression and the existence of a fruitful dialogue on the site, with active participation of users on the site. However, in order to allow the existence of a cultural dialogue and to prevent the abuse of freedom of expression on the site, Kworq reserves the right to remove any content that infringes third party rights whether through breach of copyright, intellectual property rights trademarks, slander, violation of privacy, publication of pornographic content that may be inappropriate to minors, harm to the good name and reputation of third parties and the like.

8.3. Kworq may turn away users and block access to users, without any need to provide a reason or explanation, if such user content infringes third party rights through the breach of copyright, intellectual property rights trademarks, slander, violation of privacy, publication of pornographic content that may be inappropriate to minors, harm to the good name and reputation of third parties and the like.

8.4. Kworq reserves the right, at all times, to disclose any information to others who require from it by law, as well as the right to edit, remove, refuse to upload to the site or publish on the site any content, data or information which Kworq believes to be offensive or in violation of terms of this agreement.

8.5. Kworq does not sponsor any user content nor provide an opinion as to the correctness or accuracy of the statements, advice or other information displayed on the Site by various users or any third party. You acknowledge and are aware that any reliance on statements, opinions, advice or other information displayed on the site is made according to your opinion and at your own risk.

8.6. Kworq may refuse to publish content that violates the above and/or may damage the site and/or any third party, and reserves the right to delete such content at any time.

8.7. Kworq is not obligated to retain information uploaded to the site. Kworq is not obligated to continue publishing information published on the site.

8.8. Kworq recommends you to be extra cautious in connection with the content published by you or by others on the Site. Information on the website does not constitute professional advice, and is not to be taken as such.

8.9. As mentioned above, your use or reliance on any information, content or data that is on the Site will be at your own risk.

## 9. INTERNATIONAL USE OF THE SITE

9.1. You agree that any action performed by you through this Site, does not violate the laws of the territory you are using this Site from.

## 10. INDEMNIFICATION

10.1. You agree to defend, indemnify and hold harmless Kworq, its partners and affiliates together with their respective employees, agents, directors, officers and shareholders, from and against all the liabilities, claims, damages and expenses (including reasonable attorney's fees and costs) arising from your use of this site; your failure to use the site; your breach or alleged breach of this agreement or your breach or alleged breach of the copyright, trademark, proprietary or other rights of any third party.

## 11. PRIVACY

11.1. Your privacy is of extreme importance to Kworq.

11.2. Kworq makes reasonable efforts under the circumstances to protect the user information and privacy. However, because of the nature of the internet, we cannot guarantee full protection for this information.

11.3. The data you provide when registering to the site will be stored in the computerized database of the site.

11.4. vwill not sell and take the user's personal information to third parties for marketing purposes without your explicit consent.

11.5. User exempts Kworq from any responsibility for any injury or damage direct or indirect, financial or otherwise, caused as a result of user-leaked information, regardless of the cause of the leak.

## 12. INTELLECTUAL PROPERTY NOTICE

12.1. All content in the Site is the property of Kworq. It is forbidden to copy or publish any part of any page or content without the prior written consent of Kworq.

12.2. All of the designs, text, illustrations, implementation, source code and any other content and/or material contained (whether visible or hidden) in the Site, are copyrighted material of Kworq and/or third party content providers and/or business partners of Kworq.

12.3. The Site and the contents thereof are protected by the copyright laws of the United States of America, international conventions, copyright laws and the copyright laws of other countries. The content in the Site is meant solely for personal use and non-commercial advertisements.

12.4. It is forbidden to copy, distribute, publicly display, translate or give to a third party any part of the protected material without obtaining the prior written consent of Kworq.

12.5. By submitting and uploading content to the Site, you represent to Kworq that you are the rightful owner of such content or that you have first obtained permission to submit the content from its rightful owner. Moreover: by submitting and uploading content to the Site you hereby grant Kworq a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat such content without having any obligation to mention User's name on and/or in connection to such content (The "License"). The License will terminate only when the User will delete the uploaded and/or submitted content. The termination of the license will not affect any sub-license granted by Kworq and/or any obligation to any third party that was made prior to the termination of the license.

12.6. Kworq 's name, its logos, registered and unregistered trademarks, are the exclusive property of Kworq. All other logos, registered and unregistered trademarks, service marks and trade names that are on the Site are the intellectual property of their respective owners. You expressly agree not to copy, download or otherwise exploit all of the aforementioned trademarks without the permission of Kworq or the respective owner of such logo, trademark, service mark or trade name.

12.7. Without derogating from the aforementioned, you hereby acknowledge and agree that even if a User has uploaded infringing content to the website, Kworq is protected from any claim under the Fair Use doctrine, as the content on the site is for humoristic and satiric use.

### 13. NOTICE AND TAKEDOWN PROCEDURE

13.1. Kworq responds to notices of alleged infringement that comply with Intellectual Property, Copyright, Privacy and Libel laws. As part of our response, we may remove or disable access to content and/or material residing on the Site that is claimed to be infringing and/or defamatory, libelous, or is an invasion of privacy or publicity rights.

13.2. When serving a Notice of Infringing Material, please define exactly what right has been infringed (such as Copyright, Defamatory or Libel, Invasion of Privacy).

13.3. Kworq shall disable or remove access to any content and/or material residing on its servers, within 72 hours after it has received a Notice of Infringing Material.

13.4. Kworq will attempt to contact the person who submitted the alleged infringing content and/or material.

13.5. Before serving a Notice of Infringing Material, we encourage you to contact a lawyer to better understand your rights and obligations under the applicable laws.

13.6. The following notice requirements are intended to comply with Kworq 's rights and obligations under the applicable laws and do not constitute legal advice.

13.7. A Notice of Infringing Material regarding content and/or material that is residing on Kworq 's servers, should include the following details:

- Your contact information (personal address, email address, telephone number etc.);
- Reasonably sufficient details to identify the content and/or material claimed to be infringed;
- Reasonably sufficient details to locate and identify the content and/or material that is claimed to be infringing (only to exemplify, a link to the material);
- Your declaration that you believe in good faith that the use of the mentioned content and/or material is not authorized.
- Your declaration, under penalty of perjury that the information you provided in the Notice of Infringing Material is correct and accurate and that you are the owner of the alleged infringed rights or you are authorized to act on behalf of the owner of the aforementioned rights.
- Your signature (electronic or physical).

13.8. Send such notice, including all the information to the contact listed below. If any information is lacking Kworq will not be able to investigate your claim and it will be your sole responsibility to complete the information in order for it to be dealt with by Kworq.

### 14. ADVERTISEMENTS, COMMERCIAL AND MARKETING MATERIAL

14.1. The Site includes commercial content such as advertisements and marketing material that are posted on behalf of various service providers, advertisers or users, who seek to offer goods or services for sale ("Marketing Material"). Marketing Material may be expressed by text, images or sounds.

14.2. Kworq will not be held responsible for Marketing Material posted on the Site.

14.3. Kworq does not create, monitor, verify or edit the Marketing Material and/or the correctness and/or the appropriateness of such Marketing Material. The responsibility for any Marketing Material and for any consequence of user reliance on such Marketing Material. The fact that third parties are capable of posting such Marketing Material on the Site does not mean that Kworq recommends and/or encourages the Users to purchase the services, the goods or the services offered in such Marketing Material.

14.4. Any transaction made further to Marketing Material posted on the site shall be negotiated directly between the User and the relevant advertiser. Kworq shall not be a party to any such transaction and it shall not be held responsible for any of the goods and/or services offered in or purchased based on such Marketing Material.

## 15. SIGNING ONTO WEBSITE

15.1. You may use Kworq anonymously without signing in and creating an account. However, certain content and actions may only be available if you create an account and provide Kworq with certain personal information, such as your e-mail address, your personal address details (such as state, country, province, city, street name and number and zip code) and the like.

15.2. Kworq does its best to keep your information confidential. In order to better understand what kind of information we collect and the way we use such information, please refer to our [privacy policy](#).

## 16. TERMINATION

16.1. Kworq reserves the right to immediately terminate your use of or access to this site at any time if Kworq decides at its sole discretion that you have breached this agreement or any relevant law, rule or regulation or you have engaged in conduct that Kworq considers to be inappropriate or unacceptable.

## 17. JURISDICTION

17.1. This Agreement and any operating rules for the website established by Kworq constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior written and oral understandings and agreements between the parties with respect to such subject matter.

17.2. This agreement shall be governed solely by the laws of the State of New York, without giving effect to any conflicts of law principles.

17.3. Any dispute which may arise between the parties, including disputes concerning the use of the Site and/or concerning these terms and conditions, as well as the specific online agreements relating to certain services on the Site, shall be brought before an arbitrator who is an attorney proficient in the field of electronic commerce and internet law.

## 18. Contact

18.1. For any questions or concerns, Kworq can be contacted at [hello@kworq.com](mailto:hello@kworq.com)