

Terms and Conditions (T&C)

Article 1 - General scope and object of the agreement

The following terms and conditions (T&C) govern the relationship between you as a client and our company while interacting through our website <https://kenaidipnet.goodbarber.app> and/or on our application Dipnet Kenai.

Navigating and/or interacting on our website and/or application means that you expressly agree to these T&C without reserve or objection.

Our company has the right to modify or to adapt these T&C at any time and without prior notice. These T&C are directly applicable as soon as they are published on our website and/or application and/or sent to you by any means.

Please read these Terms and Conditions carefully before using, interacting or accessing our website and/or application.

By agreeing to these T&C you grant us that you have reached at least the legal majority in your country, state or province of residence. If you are a minor you grant us that you have all the rights and consent from your legal representatives to use our services. If you have not reached the legal majority then you must not use our Services.

You are not entitled to use our services, website and/or application for any illegal or unauthorized purposes.

You must not try to hack, alter the use or functions of our services, send viruses or lead or try to lead any other kind of attack towards our services. You must not try to attempt at our services' integrity either.

Article 2 - Content and Intellectual property

The content provided in our Services might be accessible for free or not. Some content might be required to be logged in or to have a valid paid subscription (IAP, restricted contents or sections).

The contents of our Services are intended for personal, non-commercial use. All materials available on our Services are protected by copyrights and/or intellectual property rights.

In addition to that some content might be protected by some other rights such as, trademark, patents, trade secrets, database right, sui generis rights and other intellectual or proprietary rights.

The user of our Services is not allowed to reproduce totally or partially any content that is made available through our Services. The user will also not reproduce any of our logo, name, visual identity and so on, he will also not try to reproduce, copy or produce mere copy of our Services.

The user will not modify, copy, paste, translate, sell, exploit or transmit for free or not any of the content, text, photo, pictures, drawing, audio content, podcast or any content that is available on our Services.

Article 3 - Warranties

The content provided by our Services is provided to the user « as it is » and « as available », we cannot guarantee that the content provided will be exact, true, or error-free. The user accesses our content at its own risks.

We will not be held responsible if any content on our Services is inaccurate or mistaken.

Article 4 - Content moderation (chat, comments and others) and user generated content

If our user uploads, posts or submits any type of content on the Services you represent to us that you have all the necessary legal rights to upload, post or submit such content.

You shall not publish, distribute or upload any content that is, abusive, fake news, obscene, pornographic, illegal.

In addition to that you shall not try to impersonate anyone else or use a fake identity in order to use, access or publish any content on our Services.

You shall not use our Services to transmit any kind of malware, viruses, crypto lockers, ransomware or spyware.

Users will not threaten or verbally abuse other users nor will they spam the Services. User will use respectfully language, you will not try to abuse or discriminate based on

race, religion, nationality, sexual gender or preference, age, disability and so on. Hate speech is prohibited.

Our Company has the right to delete, modify, censor and delete a client's content or account if any of the rules above are violated. This will be done without any prior justification or notice. The client will not receive any compensation.

Article 5 - Liability

Our company will not be liable in case of network disruption, viruses, outside access, fraudulent use of payment methods or any other kind or type of technical issue or fraudulent access.

Article 6 - Third-Party links and external links

Some of the contents available on our website and/or application can include materials from third-parties and outside sources. Third-party links on our websites and/or applications can direct you to outside of our control websites that are not affiliated with us. We are not responsible nor liable for controlling or examining the content or accuracy of third-party websites or outside sources.

Hence we are not liable nor responsible for any damages or misuse while accessing third-party links or external links or sources on our website and/or application.

Please read carefully our privacy policy regarding how to deal with third-party privacy policy, terms and conditions and cookie policy.

Article 7 - Disclaimer of warranties

While using our website and/or application you grant us that we will not be held liable or responsible if data on our services is not accurate, true, complete or correct. The information and data given on our services is given as illustrational and informational only and must not be used for making decisions. Further advice and information must be sought before making any serious decision. You are using our services at your own risk.

Our company reserves the right to modify and/or delete any content on our services without prior notice, but our company has no obligation to update any content available on our services.

Also our company does not guarantee that the use of our services will be error-free, timely, secure or uninterrupted. The client agrees that we can remove services from time to time or add new ones without prior notice.

Our services are delivered and provided to clients « as is » and « as available » for use, without any warranties or conditions of any kind.

In no case our company's staff, employees, personnel, agents, interns and so on, are not liable for any loss, claim, injury, any indirect or direct damage, incidental, punitive or special damages of any kind or type. This includes loss of profits, lots of revenues, lots of data or savings, whether based on tort law, contract, liability or otherwise.

Article 8 - Indemnification

You as a client of our company agree to indemnify, defend and hold us harmless from any claim or demand, this includes attorney's fee made by any third-party due to your breach of these T&C or any other document that is binding between you and our company.

Article 9 - Severability

If any part, article or document of these T&C or of any other binding document between you and our company is determined by a competent jurisdiction to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law.

The unenforceable portion shall be deemed to be severed from these T&C such determination will not affect the validity and enforceability of any other remaining provisions.

Article 10 - Termination

All of the obligations and liabilities of the parties that occurred before the termination date shall survive the termination of this agreement.

These T&C are effective unless terminated either by our company or by the client.

The client can notify our company that he no longer wants to use our services or he can simply stop using and/or access our services, websites and/or application.

Our company can terminate this agreement at its sole discretion at any time and without prior notice, the client will hence remain liable for any remaining amounts due to our company.

Article 11 - Governing Law and Venue

The present T&C are ruled by the laws of the State of Alaska and the United States of America.

Any issue arising from these T&C regarding, but not limited to, their validity, interpretation, execution, consequences and so on will be pleaded in front of the relevant jurisdiction.

The relevant jurisdiction is Kenai, Alaska, United States of America.

Article 12 - Contact information

If you have any question regarding these Terms and Conditions you can contact us directly at: webmaster@kenai.city