

Terms of Service

Welcome to Yuge. Yuge (“we” or “us”) provides a service that enables you to discover local shops through our mobile application (“app” or “application”) you are installing on your mobile device, accessible via our website (“the Site”) at www.goyuge.com, collectively referred to as “the Service”. If you wish to make use of the Service, please read these Terms of Service (“Terms”) carefully. If you do not accept and agree to be bound by all of the terms of this agreement, then you are not permitted to use the Service.

1 Acceptance of the Terms of Service

1.1

These Terms govern your access to and use of the Service, photos, text, graphics and any information, or other materials posted or uploaded (“User Submissions”), downloaded or appearing on the Service, collectively referred to as “Content”.

1.2

These Terms are a legal agreement between you and Yuge. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms.

1.3

You may not use the Service in any other way than the use which is explicitly permitted in these Terms. Yuge hereby grants you permission to access and use the Service, subject to the following conditions, and you agree that your failure to comply with any of these conditions shall constitute a breach of these Terms on your part.

2 Changes to the Terms

2.1

Yuge reserves the right, in its sole discretion, at any time to modify or replace these Terms without advance notice. The modified or replaced Terms will be effective after they are updated in the app and on the Site. It is your responsibility to check the Terms periodically for changes. If any modified terms and conditions are not acceptable to you, your sole remedy is to cease using the Service, and delete the application.

2.2

You will not assign these Terms 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 Yuge.

2.3

All of our rights and obligations under these Terms are freely assignable by Yuge in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

3 Signing up to the Service

3.1

In order to get full access to the Service you will need to Signup and create an account. To create an account you acknowledge and agree that you will have to provide Yuge with your mobile phone number. Your Yuge account will be connected to this phone number. When providing your mobile phone number, you must provide accurate and complete information. You must notify Yuge immediately of any breach of security or unauthorised use of your mobile phone. Although Yuge will not be liable for your losses caused by any unauthorised use of your account, you may be liable for the losses of Yuge or others due to such unauthorised use.

3.2

You may not do any of the following: (i) transfer your account to anyone without first getting our written permission; (ii) use Yuge if you are under 13 years; (iii) use Yuge if you are convicted of any criminal offence.

3.3

If we disable your account, and/ or disconnect your phone number from our Service, you will not create another account without our permission. You agree that you will be solely responsible for all activity that occurs under your Yuge account.

4 Safety

4.1

You may not do any of the following while accessing or using the Service: (i) upload or otherwise post unauthorised commercial communications (such as spam) on Yuge; (ii) upload content that: is hateful, threatening or incites violence, is pornographic or contains nudity; (iii) upload viruses or other malicious code; (iv) collect users' content or information, or otherwise access Yuge, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission; (v) solicit login information or access an account belonging to someone else; (vi) bully, intimidate, or harass any user; (vii) use Yuge to do anything unlawful, misleading, malicious, or discriminatory; (viii) do anything that could disable, overburden, or impair the proper working of the systems operated by Yuge, the app, the Site or the Service; (ix) facilitate or encourage any violations of these Terms; (x) violate any additional terms of use, policies or rules that Yuge may from time to time communicate to users of the app, the Site or the Service.

5 Content

5.1

You understand and agree that you are solely responsible for your own Content and the consequences of posting or uploading it. Yuge does not endorse any Content or any opinion, recommendation, or advice expressed therein, nor does Yuge guarantee any confidentiality with respect to Content.

5.2

You represent and warrant that you have all necessary licenses, rights, consents, and permissions which are required to enable Yuge to use your Content for the purpose of the provisions of the Service by Yuge.

5.3

Yuge has no ability to control the Content that is uploaded, posted or otherwise transmitted using the Service and does not have any obligation to monitor such User Submissions for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the User Submissions or anything said, depicted or written by users, including without limitation any information obtained by using the Service.

5.4

You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Content, User Submissions or related products and services and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Site, Content, User Submissions.

5.5

You agree that you will not post or upload any Content which contains material which it is unlawful for you to possess, or which it would be unlawful for Yuge to use or possess (whether in connection with the provision of the Service or otherwise).

5.6

On becoming aware of any potential violation of these Terms, Yuge reserves the right (but shall have no obligation) to decide whether Content complies with the content requirements set out in these Terms and may remove such Content and/or terminate a user's access for uploading Content which is in violation of these Terms at any time, without prior notice and at its sole discretion.

5.7

Yuge shall fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting publishing or otherwise making available any User Submissions, emails or other materials that are believed to violate the Terms of Service.

6 Feedback

6.1

We always appreciate your feedback or other suggestions about Yuge, but you understand that we may use them without any obligation to compensate you for them. Just as you have no obligation to offer them.

7 Customer Care

7.1

We strive to offer the best customer service for all of our users on Yuge. Please feel free to contact Yuge support at support@goyuge.com with any questions or concerns and we will be happy to help!

8 Third Party Links

8.1

The Site may provide links to third party websites or resources from the Site. You acknowledge and agree that Yuge is not responsible or liable for the availability or accuracy of, and Yuge does not

endorse, such websites or resources or the content, products, or services on or available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

9 Costs

9.1

When you call a shop via our Service, we will enable your mobile operator to establish a regular phone connection via their network. Depending on your mobile contract, your mobile operator will charge you accordingly, just as when you would call this user directly without our Service.

9.2

You understand and accept that you are solely responsible for all costs involved with using the Service, including but not limited to the costs involved with the use of (mobile) devices, (international) mobile phone costs (contract or pre-pay), the use of mobile internet and roaming, and taxes connected to your use of the Service.

10 Termination

10.1

Yuge reserves the right to terminate the Mobile application, Site, Service or your access thereto at any time and for any reason. Yuge may immediately terminate or suspend your access to the Service and remove any material (including User Submissions) from our servers, in the event that you breach these Terms.

10.2

In addition, Yuge may notify authorities or take any actions it deems appropriate, without notice to you, if Yuge suspects or determines, in its own discretion, that you may have or there is a significant risk that you have: (i) failed to comply with any provision of these Terms or any additional terms of use, policies or rules established by Yuge; or (ii) engaged in actions relating to or in the course of using the Service that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, other users of Yuge, Yuge or any other third parties or the Service.

10.3

Upon any termination or suspension, any information (including User Submissions) that you have submitted on the site or that which is related to your account may no longer be accessed by you. Furthermore, Yuge will have no obligation to maintain any information stored in our database related to your account or to forward any information to you or any third party.

10.4

After any termination, you understand and acknowledge that we will have no further obligation to provide the Services. Upon termination, all licenses and other rights granted to you by these Terms will immediately cease. Yuge is not liable to you or any third party for termination of the Service or termination of your use of the Service.

11.5

You may terminate your Yuge account at any time and for any reason by selecting "Disable account" in

your account Settings. After disabling your user account, your user profile shall be unlisted and, your Content will no longer be accessible.

10.6

Any suspension, termination or cancellation will not affect any provisions of these Terms, which by their sense and context are intended to survive such suspension, termination or cancellation. These provisions include, but are not limited to, provisions regarding intellectual property, warranty disclaimers, limitations, indemnification, waiver and severability and applicable law.

11 Intellectual Property

11.1

You own all the content and information you upload or post on Yuge. However, you hereby grant Yuge a non-exclusive, worldwide, royalty-free, sub-licensable, perpetual and irrevocable right and license to use, reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast and otherwise exploit such User Submissions in any form, medium or technology now known or later developed, including without limitation on the mobile application, site and third party websites.

11.2

Yuge will own all right, title and interest in and to all derivative works and compilations of User Submissions that are created by Yuge, including all worldwide intellectual property rights therein.

11.3

All Content on the Service that is not uploaded or posted by you, is either owned by or licensed to Yuge, and is subject to copyright, trade mark rights, and other intellectual property rights of Yuge or third parties. Any third party trade or service marks present on Content not uploaded or posted by you are trade or service marks of their respective owners. Such Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of Yuge.

12 Warranty Disclaimer

12.1

You agree that your use of the Service shall be at your sole discretion and risk. Although Yuge provides the Service with reasonable care and skill, you understand and accept that the Services are provided “as is” and “as available”.

12.2

To the fullest extent permitted by law, Yuge, it's shareholders, officers, directors, employees, and agents disclaim all warranties of any kind, express, implied or statutory, relating to the Site, the Service, Content and any User Submissions, including without limitation; (i) warranties of title, merchantability, fitness for a particular purpose, non infringement of proprietary rights, course of dealing or course of performance; (ii) warranties that the Services are error free or that any errors will be corrected; (iii) any warranty regarding the security, reliability, timeliness and performance of the Site or that access to the Service is continuous or uninterrupted; (iv) any warranty that your use of the Service will live up to your expectations or will meet your requirements.

12.3

The disclaimer set out in 13.2 also applies to (later) information obtained by you from Yuge, whether oral or written, or through the Service, even if it is obtained in the form of an advice or recommendation from Yuge.

13 Limitation of Liability

13.1

In no event will Yuge, or any of its shareholders, officers, directors, employees or agents be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any: (i) errors, mistakes, or inaccuracies of Content; (ii) personal injury or property damage or other losses, of any nature whatsoever, resulting from your access to and use of the Service, User Submissions and Content; (iii) any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (iv) any interruptions or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Service by any third party; (vi) and/or any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Service, whether based on warranty, contract, tort, or any other legal theory.

13.2

The limitations on Yuge's liability (or the liability of its shareholders, officers, directors, employees or agents) to you shall apply whether or not Yuge (or any relevant person) has been advised of or should have been aware of the possibility of any such losses arising.

14 Indemnification

You agree to defend, indemnify, and hold Yuge, its shareholders, its officers, directors, employees and agents, harmless from and against any claims, damages, liabilities, losses, and expenses, including without limitation reasonable legal fees and costs, arising out of or in any way connected with (i) your access to or use of the Service, Content or User Submissions; (ii) your violation of any of these Terms; (iii) your violation of any third party right, including without limitation any intellectual property right, confidentiality, publicity, property or privacy right; or (iv) any claim that any of your User Submissions caused damage to a third party, including without limitation claims that your User Submissions are infringing any right of any third party.

15 Waiver and Severability

The failure of Yuge to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

16 Applicable Law

16.1

These Terms are governed by, and shall be construed in accordance with Dutch law.

16.2

The Courts of Amsterdam, the Netherlands shall have jurisdiction in relation to any legal action or proceeding out of or in connection with these Terms and your access to or use of the Service, Content or User Submissions; the jurisdiction of such courts shall be exclusive for any legal action or proceeding brought by you.

16.3

The provisions of 17.2 shall not (and shall not be construed so as to) limit the right of Yuge to take proceedings against you in whatever jurisdictions shall to it seem fit, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings by Yuge in any other jurisdiction.

17 Entire Agreement

These Terms are the entire and exclusive agreement between Yuge and you, and supersede and replace any prior agreements between Yuge and you regarding the Service.

18 Disclosure

The Service is provided by Yuge Technologies B.V., located at the Sarphatistraat 370, 1018 GW, Amsterdam, The Netherlands, email: info@goyuge.com If you are a Dutch resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

If you have any questions about these Terms, please contact us.

Effective: August 28, 2018