

Terms and Conditions - AU-EU Youth Voices Lab App

AU-EU Youth Voices Lab – Power of the Collective

The AU-EU Youth Voices Lab App is a mobile application developed by Youthmakers Hub (YMH) for the AU-EU Youth Voices Lab – Power of the Collective (PoC) programme (hereinafter “PoC App”, “we”, “us”, “our” or “Provider”) with project code NDICI Africa/2023/452-478 co-funded by the European Union. These Terms of Service govern your use of the PoC App and any additional services offered by or available from the AU-EU Youth Voices Lab – Power of the Collective (PoC) programme (“Services”).

Our services include but are not limited to, certified training/learning courses, access to young people with aligned interests across the globe, opportunities for events, conferences and third-party grants, among others.

Please read these Terms of Service carefully.

1. Acceptance of our Terms and Conditions

PoC App invites all users to carefully read the terms and conditions of use of the mobile application, which are referenced by a hyperlink on each page of the site, before using our services. Do not use our services if you do not accept the Terms.

If you are a participant, learner, or user,, inputting your email address or creating an account on the PoC App indicates your acceptance and agreement to be bound by the Terms. Indicate your acceptance and agreement to be bound by the Terms by ticking off the appropriate box shown before signing up for our services.

We reserve the right to always modify these terms and conditions, the user, participant, or learner marking their general acceptance of the revised terms and conditions by using the AU-EU Youth Voices Lab – Power of the Collective (PoC) programmes’ website. You are responsible for checking these terms periodically for changes. If you continue to use the Services after we post changes to these Terms of Service, you are signifying your acceptance of the new terms. When such a change is made, we will update the “Last Updated” date at the end of this document.

2. General Terms

- You are responsible for the security of your account.
- You are prohibited from sharing your account access with another person. If we discover any of such unauthorized activities, your account will be terminated immediately.
- You confirm that all the information you submit to the PoC App is accurate and legal.

- You should not use our services for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct, acceptable content and other mandatorily applicable legal regulations.
- You are solely responsible for your conduct and any personal information and other data you display on our sites.
- Our services can be used on electronic devices having an operating system and Internet access. Wi-fi or an internet connection is essential for the efficient and seamless operation of our services. However, you can fully utilize our services without an adequate data connection by taking advantage of our accessibility tools – Offline Mode, Low Data Mode, Colour Blind Mode and Text Size. If the user's device is not compatible with our services and accessibility tools, PoC App cannot be held liable for malfunctions and irresponsiveness.
- The content of the PoC App and website, on one hand, is delivered to the user for general information purposes about our services, and on the other hand, for the constant improvement of the mobile app developed by YMH.
- The content of this mobile App can only be used within the framework of the services offered on the app and for personal use by the user.
- We reserve the right to deny access to or terminate the access of a user to these services in case of violation of the present terms and conditions.
- A PDF User Manual is available for download on the PoC programme website on <https://aueuyouthvoiceslab.eu/youth-voices-lab-app/>

3. Changes to PoC App

We may discontinue or change any service or feature provided on the mobile app at any time.

4. Your Content (User Content)

YMH's license to User Content

User Content is available to you only, kept with limited visibility and only used by PoC App for the purposes of providing our Services. We will keep all data that you submit to the Services, including any User Content, secure and only process your data for the purpose of providing our Services to you.

You hereby grant YMH and PoC App a worldwide, non-exclusive, limited term license to access, use, process, and display User Content only as reasonably necessary: (a) to provide, maintain and update our Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted by you.

You understand that we may modify, adapt, or create derivative works from Your Content in order to transmit, display, or distribute it over computer networks, devices, service providers, and on various media. We may also remove or refuse to publish Your Content, in whole or part, at any time.



You further give us permission and authority to act as your nonexclusive agent to take enforcement action against any unauthorized use by third parties of any of Your Content outside of the Mobile App or in violation of our Terms of Service.

Your responsibility for User Content

You promise that concerning any User Content posted or interacted with on the PoC App: (1) you have all rights necessary to upload or interact with such User Content to the Trainizi Service and to grant the above license to YMH and PoC App, and (2) such User Content, or its use does not violate the Agreement, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others.

You are solely responsible for all User Content that you publish and interact with on PoC App. We do not endorse the correctness of the User Content or any opinion contained in any User Content.

Monitoring of User Content

Unless agreed differently in a separate agreement with us, YMH may review, monitor, edit, or remove User Content in our sole discretion, but is under no obligation to do so. In all cases, we reserve the right to remove or disable access to any User Content that breaches the Agreement. Removal or disabling of access to User Content shall be at our sole discretion.

Public User Content

Some of the functionalities on the App may permit you to make User Content available to the public via publishing. If You choose, in your sole and absolute discretion, to make User Content available to the general public by actively publishing or providing any detail on your profile on the App, thereby turning such content into Public User Content, You hereby grant us a perpetual (or, for as long as permitted under applicable law), non-exclusive, sub-licensable, transferable, royalty-free, irrevocable, fully paid, universal license to use, reproduce, make available to the public (e.g., perform or display), publish, translate, modify, create derivative works from, and distribute your Public User Content (including the user name of the User having generated the Public User Content) through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the Public User Content.

5. Illicit or Prohibited Use

To use our Services, you must be at least 13 years old. It is not allowed to create accounts using "bots" or other automated processes. To complete the registration process, you must supply your full legal name, a working email address, a LinkedIn account and any other information we may ask for. You alone may use your login information. Your login information cannot be shared with anyone else. It is your responsibility to keep your



password and account secure. We disclaim all duty and responsibility for any harm or damage resulting from your breach of this security obligation. All content that is posted and activity that takes place under your account are your responsibility. One person or legal entity may NOT maintain more than one free account.

The user commits to using this site under all applicable laws, regulations, and contractual obligations. The user is not permitted to use this app in any way that could be detrimental to YMH, PoC App and PoC website, its clients, partners, or its contractors. The user is specifically prohibited from using the website for any illicit or illegal activities that would be against morality or public order (such as viewing violent, pornographic, racist, xenophobic, or defamatory information).

You must not use our services in any way that could hurt the Provider or any other person or entity, interfere with their proper functioning, or be in violation of any laws. You must also not attempt to use the PoC App in any way that could harm them.

You must not modify, adapt, or hack our sites or modify another website so it falsely implies that it is associated with our sites.

While using our services, you undertake not to submit any information or other content that would:

- Infringe the copyright, trademark, patent, or other intellectual property right of any person;
- be false, misleading, libelous, slanderous, abusive, obscene, hateful, threatening, harassing, or sexually-explicit;
- Infringe any person's right to privacy or publicity;
- contain advertising or a solicitation of any kind;
- impersonate any other person or entity;
- degrade others based on gender, national origin, race, class, ethnicity, religion, orientation, identity, or disability;
- contain material intended to intimidate or incite violence;
- upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to the Provider or the Provider's customers.

You must not violate any laws in your jurisdiction while using our services.

A breach of any of the above-mentioned obligations is considered a fundamental breach of contract, and the Provider will be entitled to unilaterally terminate the provision of its services with immediate effect and cancel and erase all the information and accounts of the person committing such a breach.

While our services prohibit such conduct and content on our sites, you should understand that the Provider cannot be responsible for any personal interaction or relationship created or developed with any user outside of the mobile app. Nonetheless, illegality on the app should be exposed and reported, but interactions and relationships developed with other users known from the use of our services outside its functionalities are at your own risk.

6. Guarantees and Liability Disclaimer

The usage of the PoC App is entirely the user's responsibility. The user does so at their own initiative and risk if they choose to use our services in any other way than the usage and intended purpose of our services. Any harm to the user's computer system or any data



loss arising from the download of OUR material will be the user's sole responsibility, except if sufficient proof of compliance is provided. Our services are made available "as is" and "as available". The availability, timeliness, security, and error-free operation of the services, the accuracy and reliability of the results acquired by using the services, and the correction of any potential software bugs are not guarantees made by PoC App.

We will make every attempt to post accurate information on the website, to the best of our knowledge. There may be content errors, technical errors, or typographical errors in the material on this app and the AU-EU Youth Voices Lab programme's website. Thus, this information is offered as a guide only and will be updated from time to time.

Poc App and YMH disclaims any liability for any messages, hyperlinks, information, photos, videos, or other materials contributed by users while using the site's services.

The content of our website might not always be under strict supervision. The user shall notify us if the content appears to be illicit, illegal, contrary to public order or morality (e.g., violent, pornographic, racist or xenophobic, defamatory, etc.). Without being held liable for failing to delete or choosing to keep any content, we have the right to make any changes or remove any content that it deems, in its sole discretion, to be criminal, illegal, or inimical to public order or decency.

The PoC App may contain hypertext links to other sites. These links are provided to the user on an indicative basis only. We do not control such websites, nor the information contained in them and can hence not warrant the quality and/or exhaustiveness of this information.

Regardless of whether this liability is based on a contract, an offense or a technical offense, or whether it is or is not a liability without fault, PoC App, Programme and YMH cannot be held liable for direct or indirect damages, nor for any other damage of any kind resulting from the use or the inability to use the PoC App for any reason. This exclusion applies even if we have been informed of the possibility of such damages. In no manner are the PoC App, AU-EU Youth Voices Lab programme and YMH responsible for the actions of internet users.

7. Additional Terms

By using the app, you give us and others permission to compile searches for statistical analysis and use them in conjunction with the Site, the Services, and other aspects of the PoC programme. The fact that we give you notice of a privacy notice precludes the formation of an attorney-client relationship. The notice is provided "as is" together with all pertinent data.

Regarding the information given, we provide no guarantees of any kind and disclaim all responsibility for damages, including without limitation any general damages, special damages, incidental damages, or consequential damages resulting from their usage. The PoC App & programme and YMH expressly disclaims all liability for how or under what conditions other parties access or utilize public content, and it is not obligated to block or otherwise restrict such access. You have the option to request that we delete your data from the app and app services. This power does not apply to copies that we may have produced for backup purposes or copies that others may have made.



8. License to Use the PoC Mobile App

The following terms and conditions govern your use of PoC App Services. This is a license agreement ("Agreement") between you and AU-EU Youth Voices Lab App ("PoC App"). By accessing our services, you acknowledge that you have read, understand and accept the following terms and conditions. In the event you do not agree and do not want to be bound by these terms and conditions, log out immediately, delete your account and cease all further use of the PoC App Services.

License Grant

The PoC App grants to you (either to you individually or the company for whom you work) a non-exclusive license to access any of our services solely for your own personal or business purposes on a computer during the period or session where you interact with the PoC App (whether through a laptop computer, standard computer, Android or Apple phones, tabs, pads or a workstation attached to a multi-user network (a "Computer"). We consider our services in use on the computer as not very suitable considering the app was developed with mobile usage in mind, as you are then currently using when our Services are loaded into that Computer's temporary memory or "RAM" and when you interact with, upload, revise or input information onto the app using our Services. We reserve all rights not expressly granted herein.

Ownership

The PoC App & programme and YMH or its licensors are the owners of all rights, titles, and interests, including copyright, in and to our services. Copyright to the individual programs available through the app (the "Software"), which in turn are used to deliver our Services to you, is either owned by us or our licensors. Ownership of the Software and all proprietary rights relating thereto remain with us and our licensors.

Restrictions on Use and Transfer

You may use the PoC App on accounts associated with your name and email address.

You must not:

- Rent, lease, or transfer the PoC App services.
- Copy or reproduce our services through a LAN or other network systems, or any computer subscriber system or computer network bulletin-board system.
- Modify, adapt, or create derivative works based on our services; or reverse engineer, decompile, or disassemble our services.

9. Disclaimer of Warranties

We provide the PoC App "as is" and "as available." We make no express warranties or guarantees about this mobile app. We make no claims of time-to-load, service up-time, or quality. To the extent permitted by law, we and our licensors disclaim implied warranties that all software, content and services distributed through the PoC App are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. We do not guarantee that the App will meet all your requirements, be error-free, reliable, without interruption or available at all times. We do not guarantee that the results that may be obtained from the use of our services, including any support



services, will be effective, reliable, accurate or meet your requirements. We do not guarantee that you will be able to access or use the PoC App (either directly or through third-party networks) at all times or locations of your choosing. No oral or written information or advice given by our representative shall create a warranty. You may have additional consumer rights under your local laws that this contract cannot change, depending upon the jurisdiction in which the Software is utilised.

10. Limitation of Liability

We shall not be liable for any indirect, special, incidental, consequential or exemplary damages arising from your use of, inability to use, or reliance on the PoC App. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if we knew or should have known of the possibility of such damages. Because some provinces, states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such provinces, states or jurisdictions, our liability, and the liability of our partners and suppliers, shall be limited to the extent permitted by law.

11. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold harmless us and our parent and other affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of the PoC App. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

12. Payments

The use of the PoC App and all services thereon is absolutely free, and you should be wary of anyone claiming to represent us or our partners, charging for its use, or otherwise. These Terms of Service are not a contract, and no section of the mobile app, either in part or whole, is chargeable or billable.

There are no fees, taxes, levies, or duties imposed by any taxing authority whatsoever in any jurisdiction, as no section of the PoC requires or will require your credit or debit card information or any payment details on and off any platform.

We are not and will not be liable to you or to any third party for any charges paid to anyone impersonating YMH, the AU-EU Youth Voices Lab programme, our Youth Advisory Board Members, Country Managers, and Consortium Partners.



13. Intellectual Property Rights

The intellectual property rights of the PoC App are used to protect all of the materials that can be accessed on this app and programme website, as well as the compilation and construction of those elements (texts, pictures, images, icons, videos, software, databases, data, etc.).

The content that is available on this PoC App, which our service users have posted, as well as the compilation and construction of that content (texts, pictures, images, icons, videos, software, databases, data, etc.), may be covered by these users' intellectual property rights.

On this app, you can see the names and logos of the programme and sponsors, which are trade brands or registered trademarks. The PoC App & programme and YMH trademarks may not be used in connection with any products or services other than those provided by us, nor in any way that would cause confusion among customers, damage our reputation, or both.

Without YMH's prior written consent, the user is under no circumstances permitted to copy, reproduce, represent, modify, transmit, publish, adapt, distribute, spread, sublicense, transfer, sell in any form or media, or otherwise exploit all or any portion of this mobile app and programmes's website.

Users own the content that they submit or publish on this website. Users grant us a free, non-exclusive, worldwide, transferable right to use, copy, change, aggregate, distribute, publish, and process any content they provide through this website, including copyrighted material.

14. Privacy Policy (protection of personal data)

Use of the PoC App may result in the collection and processing of personal data by us. We, therefore, invite you to read our relevant Policies, available on our website <https://aueuyouthvoiceslab.eu/>.

15. Dispute Settlement, Competence & Applicable Law

Greek law governs the current terms of use. A dispute resolution process will be used between the parties to resolve any disputes resulting from or connected to our service. The dispute will be brought before the Greek courts if the dispute resolution process fails. If it seems necessary, YMH maintains the right to send a case to a different court with adequate authority.

16. Termination

Your right to use the PoC App automatically terminates at the end of the term of our agreement when you log out and deactivate your account and earlier if you violate these Terms of Service in connection with your use of our services. In the case that you violate these Terms of Service, we retain the right, in our sole discretion, to terminate your access to all or a portion of the PoC App with or without prior notice.

We reserve the right to deny any and all current or future use of our Services, or any other PoC services, for any reason at any time and at our sole discretion. Your account will be



inactivated or deleted along with your access to it, and all of the contents inside will be forfeited in the event that the Services are terminated. We retain the right to at any moment and for any reason, deny anyone access to its services.

If you are a subscriber to one or more Services that are terminated, limited, or restricted, your account or access will be deleted or deactivated as a result of the termination of the Services.

17. Changes to the Agreements

We reserve the right to change these Terms from time to time without prior notice. You understand and agree that you must frequently examine the Terms so that you are aware of any updates. If there are significant changes to the Terms, we will give you at least 30 days' notice via a notice that is available through your use of the Services or by sending an email to the address associated with your account or by notification of updates on the App. Therefore, please ensure that you thoroughly read any such warning. Your continued use of the Services following any such modifications will signify your acceptance of the new Terms. You can end the Agreement by deleting your user account if you do not want to use the Service by the updated version of the Terms.

