

Terms of Use

Effective date: *May 25th, 2021*

Welcome to Terap!

These Terms of Use are a binding contract between you and Terap.Me, S.L. (“we”, “us”, “our”). It contains the rules and restrictions that govern your use of Terap’s products and services (referred to below simply as “Terap”). If you have any questions, comments, or concerns regarding these Terms or our products and services, please contact us at info@terap.me

Using Terap in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use Terap. These Terms include everything in this document, as well as those in the Privacy Policy, Publisher Agreement, Content Guidelines, and Copyright Dispute Policy. If you don’t agree to all of the following, you may not use or access Substack in any manner.

You represent and warrant that you are of legal age to form a binding contract (or if not, that you’ve received your parent’s or guardian’s permission to use Terap and that your parent or guardian agrees to these Terms on your behalf).

If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” throughout this document refer to that organization or entity).

Creating an Account on Terap

You may be required to sign up for an account and select a password. You promise to provide us with accurate, complete, and up-to-date registration information about yourself.

You agree that you will only use Terap for your own personal or organizational use, and not on behalf of or for the benefit of any third party. You may not transfer your account to anyone else without our prior written permission.

You may not select as your Terap account name a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. Terap reserves the right to refuse registration of or cancel a Terap account name at its discretion.

Posting Content on Terap

First and foremost, you own what you create. Any original content you post, upload, share, store, or otherwise provide to Terap remains yours and is protected by copyright and any other applicable intellectual property laws.

That includes videos, texts, images, subscriber lists, any other material you upload to your subdomain on Terap, and any information that you provide to obtain a Terap username and account. It also includes any comments posted on any current or future discussion board features on Terap.

Anything posted, uploaded, shared, stored, or otherwise provided through Terap is referred to as a “Post” in these Terms. There are a few rules that apply to all Posts:

- **Don't Infringe:** Your Posts should not violate someone else's (including Terap's) rights. Don't copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any content not owned by you unless you have prior consent from the owner of that content.
- **Limited License to Us:** In order to display your Posts on Terap, and to allow other users to enjoy them, you grant us certain rights in your Posts:
- **Operating Terap:** You hereby grant Terap a license to translate, modify, reproduce, and otherwise act with respect to your Posts to enable us to provide, improve, and notify you about new features within Terap. You understand and agree that we may need to make changes to your Posts to conform and adapt those Posts to the technical requirements of networks, devices, services, or media, and this license includes the rights to do so. For example, we may need to modify your videos to make sure it is viewable on an iPhone as well as a computer.
- **Public Posts:** If you share a Post with other users on Terap, then you grant us the license above, as well as a license to display, perform, and distribute your Post. Also, you grant all other users of Terap a license to access the Post, and to use and exercise all rights in it, as permitted by the functionality of Terap.
- **Term of License:** You agree that the licenses you grant are royalty-free, perpetual, irrevocable, and worldwide. This is a license only – your ownership in Posts is not affected.

We reserve the right to remove any content from Terap at any time, for any reason (including, but not limited to, if someone alleges you contributed that content in violation of these Terms), in our sole discretion, and without notice.

Intellectual Property and Reporting Infringement

We respect others' intellectual property rights, and we reserve the right to delete or disable content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. You promise to abide by copyright notices, trademark rules, information, and other restrictions you may receive from us or that are posted on Terap.

To review our complete Copyright Dispute Policy and learn how to report potentially infringing content, visit our Copyright Infringer Procedure.

You understand that we own Terap. These Terms don't grant you any right, title or interest in Terap, or our trademarks, logos, and other intellectual property.

Acceptable Use Policy

You are responsible for all your activity in connection with Terap! Make sure that you use Terap in a manner that complies with the law. If your use of Terap is prohibited by applicable laws, then you aren't authorized to use Terap. We can't and won't be responsible for you using Terap in a way that breaks the law.

You also agree that you will not contribute any Post or otherwise use Terap in a manner that:

- Is fraudulent or threatening, or in any way violates Terap's Content Guidelines;
- Jeopardizes the security of your Terap account or anyone else's (such as allowing someone else to log into Terap as you, or sharing your account or password with someone);
- Attempts, in any manner, to obtain the password, account, or other security information of any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs Maillist, Listserv, any form of auto-responder or "spam" on Terap, or any processes that run or are activated while you are not logged into Terap, or that otherwise interferes with the proper working of Terap (including placing an unreasonable load on Terap's infrastructure);

- “Crawls,” “scrapes,” or “spiders” any page, data, or portion of Terap (through use of manual or automated means);
- Copies or stores any significant portion of the content on Terap;
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to Terap.

Other Users and Third-Parties

- Posts: Posts of any kind posted to Terap are the sole responsibility of the person or organization from whom such content originated. You access all such content at your own risk. We aren't liable for any errors or omissions in any Post and you hereby release us from any damages or loss you might suffer in connection with a Post.
- Other Users on Terap: Your interactions with organizations and individuals found on or through Terap, including subscription to content and booking private sessions, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and individuals. You agree that Terap shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. We can't guarantee the identity of any users with access to Terap and are not responsible for which users gain access to our products and services.
- Third-Party Content: Terap may contain links or connections to third party websites or services that are not owned or controlled by us. Terap has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites. You release and hold us harmless from any and all liability arising from your use of any third-party website or service.

In the event that you have a dispute with one or more other users of Terap or with a third party, you release us, our officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or Terap.

Paid Subscriptions on Terap

If you publish content through Terap, you are a Publisher, or a Teraper. If you subscribe to content of a Teraper, you are a Terapee. Terapees subscribe to newsletters directly through the Teraper's subdomain on Terap.

A Teraper may offer their content for free or for a subscription fee, to be determined in the Teraper's discretion. Terapees may choose to subscribe to Teraper's newsletters on Terap and agree to incur any applicable subscription fees.

Terapers will set prices for their pages, and may change the prices at their sole discretion through their Teraper account, though no price changes shall apply retroactively.

In the event that a Terapee has a dispute with a Teraper, you agree that Terap is under no obligation to become involved other than to direct any inquiries regarding a Teraper's content to the appropriate Teraper pursuant to the Teraper Agreement. To learn more about how Terap manages its relationships with Terapers, you should check out the Teraper Agreement.

Terminating Your Account

Terap is free to terminate (or suspend access to) your use of Terap, or your account, for any reason at our discretion. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important Posts you may

have uploaded to your account, but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Terap.

Terap also allows you to delete your account at any time. If you'd like to delete your account, you can do so from your account page. When you delete your account, any Posts associated with that account will also be deleted. However, any Post that you have made public may remain available.

You understand and agree that it may not be possible to completely delete your content from Terap's records or backups, and that your Posts may remain viewable elsewhere to the extent that they were copied or stored by other users. Please refer to our Privacy Policy to understand how we treat information you provide to us after you have stopped using Terap.

You agree that some of the obligations in these Terms will be in force even after you terminate your account. All of the following terms will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, terms regarding disputes between us, and any other terms that, by their nature, should survive termination of these Terms.

If you have deleted your account by mistake, contact us immediately at info@terap.me—we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Privacy on Terap

Terap takes your privacy very seriously. For the current Terap Privacy Policy, please visit our Privacy page.

Changes to Terap

We're always trying to improve Terap, so our products and services may change over time. We may suspend or discontinue any part of Terap, or we may introduce new features or impose limits on certain features or restrict access to parts or all of Terap. We'll try to give you notice when we make a material change to Terap that would adversely affect you, but this isn't always possible or practical.

Changes to the Terms

We are constantly trying to improve our products and services, so these Terms may need to change along with Terap. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the website, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use Terap. If you use Terap in any way after a change to the Terms is effective and notice has been provided, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

Violations of the Terms

Failure to follow any of these Terms shall constitute a breach of these Terms, which may result in immediate termination of your account. Terap has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Miscellaneous Terms

The above covers most of the questions that we typically receive about Terap. We have grouped provisions that come up less frequently below:

- **No Warranties:** Terap is provided to you on an “as-is” basis. This means we provide it to you without any express or implied warranties of any kind. That includes any implied warranties of merchantability, warranties of fitness for a particular purpose, non-infringement, or any warranty that the use of Terap will be uninterrupted or error-free. Accordingly, we do not:
 - Make any representations or warranties about any content contained in or accessed through Terap, and we will not be responsible for the accuracy, copyright compliance, legality, or decency of material contained on our products and services.
 - Make any representations or warranties regarding suggestions or recommendations of products or services (including Teraper content) offered or purchased through Terap. Products and services purchased or offered through Terap, including videos, posts and private sessions booked through Terap are provided “as-is” and without any warranty of any kind from Terap.
- **Limitation of Liability:** To the fullest extent allowed by applicable law, under no circumstances and under no legal theory shall Terap, its licensors, or its suppliers be liable to you or to any other person for:
 - Any indirect, special, incidental, or consequential damages of any kind, or
 - Any amount, in the aggregate, in excess of the greater of (1) \$100 or (2) the amounts paid and/or payable by you to us in connection with Terap in the twelve-month period preceding the applicable claim.
- **Indemnification:** To the fullest extent allowed by applicable law, you agree to indemnify and hold Terap, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of Terap (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action, we will attempt to provide notice to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).
- **Assignment:** You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Terap account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.
- **Choice of Law:** These Terms are governed by and will be construed under applicable law of Barcelona, Spain, without regard to the conflicts of laws provisions thereof.
- **No Third-Party Beneficiaries:** We agree there are no third-party beneficiaries intended under these Terms.
- **No Joint Venture:** You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Terap, and you do not have any authority of any kind to bind us in any respect whatsoever.
- **Waiver:** The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder.
- **Severability:** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.
- **Entire Agreement:** You agree that these Terms are the complete and exclusive statement of the mutual understanding between you and us, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms.