

Terms of Service

Last updated August 22, 2016

Acceptance of Terms of Service

The following terms and conditions ("Terms of Service") apply to your use of our website and app ("Website") - (www.zookal.com.ph). This Terms of Service serves as a legally binding agreement between Zookal and all visitors or users of our website. By using the website, you accept to be bound by these Terms of Service. If you do not agree with all of the following, you may not use or access the services in any manner. A "User" means anyone who accesses our services or uses the website.

Registration

In order to access certain features of our website, you must register an account with Zookal by entering your email and password within our security measures. Please use a secure and difficult to guess password that may include upper case letters, lower case letters and other keys. We reserve the right to disable any user account, at any time, including but not limited to your failure to comply with any provision in this Terms of Service. Registration and participation to this website is restricted to those individuals over 18 years of age or those who possess legal parental or guardian consent and can fully enter into the Terms of Service.

Privacy

Zookal advises you to read the Privacy Policy for all information on how we collect, use and disclose your information.

Changes

Zookal may modify its Terms of Service at any time and we recommend you frequently check for such changes. Continued usage of the website after the amendments have been implemented signify your acknowledgement and agreement to such amendments.

Intellectual Property

The Zookal website and app and all its content and features are owned by Zookal and protected against international copyright, trademark, patent and other intellectual property rights that may include but are not limited to videos, design, sound recordings, text, images, service marks and logos and all other intellectual properties in the data and contents of the website. These assets are the properties of Zookal and/or its holding company/subsidiaries. They may not be used without prior written consent from Zookal.

Third Party Sites / Links

Zookal may include links to third party sites. Zookal does not endorse any of these websites. Access and use to these websites is solely at your own risk, so please view each of these third parties terms before use.

Contents

For the purposes of this Terms of Service, content, which may include (but not be limited to) information, data, text, photographs, images, sound recordings, comments, audio clips, scripts, graphics and other features. All content that is added, uploaded or distributed by users is the sole responsibility of the person who originated such content. Zookal is not responsible for content and this content should be used by users at their own risk and therefore Zookal does not guarantee that any of the content is or will continue to be accurate.

Zookal reserves the right to remove or edit any content in our sole discretion at any time, without notice to you. You are permitted to use the website for personal, non-commercial use only. Prohibited uses may include (but are not limited to) violating laws or hacking the website in any way.

Users agree and acknowledge that Zookal will not be held responsible for the accuracy of the content you will be exposed to from using the website. You acknowledge and accept that Zookal will not be held responsible for any content on the website and disclaim any and all liability in connection with the opinions, advice or recommendations by other users.

Protection of content

The Content is protected by copyright and/or other intellectual property laws. Users promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the website. Users won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, without the prior written consent of Zookal.

Content Standards

Zookal prohibits user content that includes, but is not limited to material that Zookal determines:

- Is defamatory, abusive, bigoted, hateful or otherwise objectionable;
- Is sexually explicit, violent or discriminatory material;
- Involves any illegal activity or unlawful acts;
- Creates a privacy or security risk to any person;
- Promotes an illegal or unauthorised copy of another person's copyrighted work

Zookal takes no responsibility for any content posted, stored or uploaded by you or any third party. Therefore, Zookal is not liable for any mistake, defamation, slander or falsehoods you may encounter. Although Zookal has no obligation to monitor or edit content, Zookal reserves the right to remove or edit without any notice, any content posted at any time.

Law and copyright infringement

Zookal does not undertake to review all material before it is posted and therefore we assume no liability for any action or inaction regarding the content provided by any user or third party.

Disclaimer

Zookal provides a platform for users to supplement their learning with additional materials. Our website and app supplement the learning that takes place at education with our supplementary materials. Zookal does not guarantee that the consumption of materials on our platform will secure a certain grade or pass for the user in their assessments. The user's performance is reliant upon their own study habits, resource collection and overall academic life. Zookal will not be held responsible for any failure to achieve a certain grade or pass by a student consuming content on our platform. Users are at their own risk when relying on any information on the website. Zookal is a private company and is not linked to any education provider mentioned on the website. These education providers do not engage in checking the quality of the content and any reliance on any information on the Zookal website is strictly at your own risk.

All contributors are not responsible for any inaccuracies or discrepancies. Rather, contributors provide guidance and their own experiences in achieving success for their specific module grades. All users should continue to use a wide variety of sources in their studies and not solely the Zookal platform. Zookal is not liable to any user or any other party for any damages, losses or expenses that arise in regard to the use of the website. Zookal does not guarantee the videos or files available through the website to be free of contamination or damaging code, such as viruses. Zookal does not endorse the content, accuracy, completeness or correctness of any opinions and recommendations

provided through the service. The content available on the website is intended for educational and entertainment purposes only and should not be considered professionally sanctioned materials.

Governing Law and Jurisdiction

This Agreement shall be governed in all respects by the laws of the Republic of Singapore without giving effect to any conflicts of law principles that would require the application of the laws of a different jurisdiction.

Proprietary rights in user content

When you submit, distribute, publish or communicate any comment, suggestions, video, file or other material to Zookal, you grant Zookal a non-exclusive, worldwide, perpetual, unlimited, royalty-free and fully transferable right to exercise any and all copyright, publicity, trademark and database rights you have in the user content. In creating study related user content, users must respect any intellectual property rights that others may have in user content. All user content posted on Zookal must be independently created, transformative and non-derivative. Education providers might have their own policies that place restrictions on a student's ability to make commercial use of study materials and you are responsible for becoming familiar with such policies and abiding by them.

Limited on liability

Zookal (including its employees, representatives and agents) shall not be liable in any event for any indirect, special, incidental or consequential damages whatsoever, whether arising in contract or tort (including negligence), or related to the use or inability to use the websites or the service, even if Zookal has been advised of the possibility of such damages. Zookal's liability will be limited to the fullest extent permitted by the relevant law. The exclusions and limitations of liability in these terms of use will apply notwithstanding any failure of essential purpose of any limited remedy.

Zookal shall not be liable in any event to users or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from use of the services, even if Zookal has been advised of the possibility of such damages. Zookal's liability to users for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by users to Zookal for the services up to the date when the cause of action first arises. This section shall survive any expiration or termination of your relationship with Zookal.

Waivers and Severability

Your access to or use of the Website, as well as these Terms shall be governed by, and construed in accordance with Singapore laws and you agree to submit to the exclusive jurisdiction of the Singapore courts. Zookal's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.

Under no circumstances will Zookal be liable for any loss or damage caused by a user's reliance on information obtained through the service, from third parties (such as tutors or others) or a linked site, or user's reliance on any product or service obtained from a third party or a linked site. Use of this service is at the users' sole risk.

Indemnity

You agree to indemnify Zookal and all officers, partners and affiliates from any loss, liability or claim arising out of your use of the service in violation of this agreement.

Prohibitions

When using the website, you agree not to engaged in prohibited activities that Zookal determines, that may include but not limited to:

- Editing, reproducing, copying or reselling the Zookal website, content or other services offered.
- Interfere or damage in any way the operation of the web site, such as uploading malicious code, harmful files, Trojan horses, theft of trade secrets;
- Use any bot, scraper, crawls or spiders or other automated or manual means to access the information on the website.
- Copies or stores any significant portion of the content
- Reverse engineers or otherwise attempts to obtain source code or underlying ideas relating to the website;
- Use the website for illegal purposes or violate any law or regulation (local, state and national)
- Jeopardises the security of your Zookal account or anyone else's
- Impersonate any person falsely or otherwise misrepresent yourself
- Displaying unauthorised commercial advertisement on your profile or accepting payment or anything of value from a third party in exchange for your performing any commercial activity;
- Harassing other users or disrupting the website, forum, comments section and other areas
- Use other members accounts/share your account
- Circumventing or attempting to circumvent any security technology or software that is part of our services;
- Make any unsolicited offers or advertisements to other users

License

You hereby grant Zookal a non-exclusive license to translate, modify, store, edit and reproduce and otherwise act with respect to such submissions of videos or other files, in each case to enable us to operate the website. You also grant Zookal a non-exclusive license to publicly display, perform, and distribute your videos and other files for the purpose of making such material accessible to all Zookal users, as well as all other rights necessary to use and exercise all rights in that video and other files in connection with the website. You grant all other Users of the website a license to access your videos and other files, and to use and exercise all rights in it, as permitted by the functionality of the website. You agree that the licenses you grant are royalty-free (except for any payments or credits that Zookal expressly agree to pay to you when you make your video or other file), perpetual, transferable, sublicensable, irrevocable, and worldwide. You understand and agree that if you delete your account, it may not be possible to completely delete that content from Zookal's records, and that your videos and other files will remain viewable elsewhere.

Service modifications & site maintenance

Zookal reserves the right (and has sole discretion), to make changes to the websites and the services at any time. Any description of the services provided by Zookal is not a representation that the services are working or will always work in that manner. Zookal is continuously updating the websites and the services, and these updates may not always be reflected in the terms of use.

Questions and comments

If you have any questions or comments regarding the Terms of Service, please submit them to hello@zookal.com.hp