# Terms & Conditions

Welcome to the Secret Project!

#### **Our Website**

The Secret Project (referred to as "Website") allows you to listen to audio recordings uploaded by other users & to anonymously publish your own recordings.

#### Provider

The Website is a non-commercial project provided by intui.eu, Współczesna 5A/7, 80-253 Gdańsk (referred to as "we", "our").

# **Applicable Terms**

By accessing the Website you accept these Terms and Conditions. Please read them carefully. Do not continue to use the Website if you do not agree to all of the Terms and Conditions stated on this page.

# **Content on the Website**

The content on the Website includes audio recordings, graphics, text, branding (including trade names, trademarks, service marks, or logos) and other materials whether provided by you, intui.eu or a third-party (collectively referred to as "Content").

Content is the responsibility of the person or entity that provides it to the Website. We are under no obligation to publish Content. If you see any Content which you believe does not comply with the law, you can report it to us: secret@intui.eu

# **Using the Content**

You may access the Content on the Website for your own personal, non-commercial use subjected to restrictions set in these Terms and Conditions.

You must not:

- · republish material from the Website,
- sell, rent or sub-license material from the Website,
- reproduce, duplicate or copy material from the Website,
- redistribute content from the Website.
- publicly stream the content from the Website.

# **Uploading your Content**

You can upload your own content via the linked Dropbox form - do not send us your Content via email. If you choose to upload your Content, you must not submit any Content that does not comply with this T&Cs or the law. You must not upload any third-party intellectual property or any recordings containing violence or hate speech. You are legally responsible for the Content you submit to the Website. We have the sole right to determine which Content gets published on Service and for how long.

Do NOT share any personal data with us. Do NOT give us your real name & email adress. After adding your file to the Dropbox form put WHATEVER in the required fields as your name & e-mail address (e.g. Secret & secret@xyz.com).

The recording which you upload should be:

told as a micro-story,

- between 20 and 40 seconds long,
- · recorded without background noise,
- told in whisper to make it more anonymous,
- recorded in the mp3 (preferred) or m4a format,
- named in a unique way.

#### License

By uploading your Content to the Website, you grant to intui a worldwide, non-exclusive, royalty-free license to publish that content on the Website. You also grant all other users of the Website a worldwide, non-exclusive, royalty-free license to access your Content through the Website. The duration of the license continues until you remove the Content from the Website or until we remove it at our discretion.

# **Removing your Content**

When uploading your content, name your file in a unique way. This will be useful later, if you decide to remove it from the Website. As we do not store your personal data, the file name will be the proof that you are indeed the author.

You may request the <u>removal of your Content</u> from the Website at any time via email <u>secret@intui.eu</u>. To identify you as the Content's author you would have to give us the exact name of the file. Please, contact us from an e-mail address which does not contain your name. Do not share any personal details with us.

# **Copyright Protection**

If you believe your copyright has been infringed by any Content on the Website, please email us at <a href="mailto:secret@intui.eu">secret@intui.eu</a>.

#### Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless intui, its Affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of this Terms & Conditions; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Terms & Conditions and your use of the Website.

# **Modifying the Terms & Conditions**

We may modify those Terms & Conditions, for example, to reflect changes to our Website or for

legal, regulatory, or security reasons. Modifications will only apply going forward. If you do not agree to the modified Terms & Conditions, you should request removal of any Content you may have uploaded and discontinue your use of the Website.

#### **Termination**

Intui may terminate all or part of the Website, in its sole discretion, at any point in time.