

# Terms of Service

Welcome to the Collabung platform, which is owned and operated by Collabung Corp. ("Collabung," "we," or "us"). These Terms of Service, which include our Code of Conduct and Privacy Policy, create a legal agreement between you and Collabung. By accessing and using the Services, including the Site and our mobile applications, to post various content to the Collabung community, or to access and view Collabung content or other user content, you acknowledge and agree to these Terms of Service. If you do not agree to these Terms of Service, you may not use the Collabung Services.

## Minimum Age Requirement

The Collabung Services are intended for use by individuals aged 13 years or older. We will terminate the account of any user we discover is under the age of 13.

## Account Registration

To access the full range of features available on the Site and Services, you must create an account by providing an account name and password. You are responsible for all activity on your account and must keep your password secure. If you share your account information with others, they may gain access to your account, and we may not be able to determine the proper account holder. We shall not be liable to you or any third party for any damages or losses resulting from your failure to keep your password confidential. If you suspect that someone has accessed your account without your consent, please notify us immediately at [collabung@gmail.com](mailto:collabung@gmail.com).

## Ownership of Your Content

Before you post any content on Collabung, please review our Content Guidelines. If your content violates these guidelines, we reserve the right to remove it at any time.

You retain all ownership rights to the content you create and post on the Collabung Services. However, if the content was not originally yours, uploading it to Collabung does not give you ownership rights. You should not submit content that you do not hold the copyright to, unless you have obtained the necessary permission, including the ability to grant Collabung all the rights outlined in these Terms of Service.

By posting content on Collabung, you grant us a non-exclusive license to publish it on the Collabung Services, which includes storing, displaying, reformatting, and distributing it. We need this legal permission to comply with applicable copyright laws. You are responsible for

deciding how to license your story content to the Collabung community. Please refer to our Copyrights guide for help with this decision.

You are solely responsible for the content you post on Collabung. This includes any risks associated with its publication and display, as well as any claims related to intellectual property or other legal rights.

Collabung is a free service, and we enable advertising on the Services to keep it free. This may involve displaying your content or other information in connection with advertising. We may also use your content to promote the Services, but we will never sell it to third parties without your explicit permission.

When using the Services, you may be subject to additional terms and agreements that modify or override these Terms of Service. This may include entering contests or joining programs such as Collabung Stars. In the event of a conflict or inconsistency, the terms and conditions of these additional agreements will take precedence over these Terms of Service.

## Our Ownership and Control of the Services

We own and control the look and feel of the Sites and Services, as well as our content. You must obtain our express written permission before copying or adapting any portion of our code or visual design elements, including logos. You may not use our logo or trademarks in a way that suggests we endorse a specific product or service or that you have a business relationship with us. Please don't modify our logo in any way, including altering its size, shape, or color. We may change, terminate, or restrict access to any aspect of the Services at any time, without prior notice. We reserve the right to remove any content you post or submit for any reason. We may access, read, preserve, and disclose any information if we reasonably believe it is necessary to (i) comply with any applicable law or legal process or government request, (ii) enforce the Terms of Service, including investigating potential violations, (iii) prevent fraud or address security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property, or safety of the Services, our users, and the public.

## Copyright Concerns

Collabung takes copyright infringement seriously and has a policy in place that complies with the United States Digital Millennium Copyright Act (DMCA) and applies it globally to all jurisdictions where our Services are available. If you believe that your copyrighted material has been infringed upon, please visit our Reporting Copyright Infringement page to submit a claim. We reserve the right to remove any content that is alleged to be infringing without prior notice, at our discretion, and without liability to you or anyone else. Additionally, we may terminate a user's account if they are determined to be a repeat infringer.

If we come across websites that have illegally scraped content from Collabung, we take action to have them shut down. In order to do this on behalf of our users, we require your legal permission to act as your agent to issue take down notices under the DMCA and any other similar legislation that allows for the submission of requests to Internet service providers and

any other person involved in the illegal posting for the removal of infringing or allegedly infringing copyright materials that are contained in or displayed on such service providers' platforms and/or services.

## What You Can and Cannot Do

Collabung is used by many people, and we expect all users to act responsibly to maintain a positive environment. Please refer to the Collabung Code of Conduct to understand our community values and ensure a safe, enjoyable and compassionate experience for all story lovers. In addition to the Code of Conduct, please refrain from doing any of the following on the Services:

- Don't break the law or infringe on anyone's rights.
- Don't harm any computer systems, whether belonging to Collabung or others, by distributing viruses or other harmful software.
- Don't attempt to damage or disrupt Collabung's proper functioning, bypass any security measures or gain unauthorized access to any information or system.
- Don't scrape or extract content from Collabung using any software, device or method.
- Don't use any content from Collabung without permission or create derivative works without explicit consent from the content's author.
- Don't attempt to reverse engineer or disassemble any aspect of the Site or Services.
- Don't use Collabung for commercial purposes or advertise goods or services, except for advertising the sale of your own content in e-book or published book form on third party platforms or bookstores.

## Deleting Your Account

If you wish to permanently delete your Collabung account, you can do so by following the necessary steps. Your account will first be deactivated and then deleted. While your account is deactivated, all content that you have created will be removed from the platform and will not be viewable by other users. You can restore your account within six months (180 days) after deactivation if it was accidentally or wrongfully deactivated, but some content like comments may have been deleted permanently upon your deactivation. After six months (180 days), we will permanently delete your account from our systems and all content you have created will be removed.

Please note that we may suspend or terminate your account, or cease providing you with some or all of the Services, at any time and for any reason we consider appropriate. We will do our best to inform you of any such action through the email address associated with your account or the next time you try to access your account.

## Disclaimers, Limitations of Liability and Indemnification

The following sections are subject to applicable law, and may not apply to you depending on your jurisdiction. Nothing in this section is intended to limit any rights you may have that cannot be lawfully limited.

**No warranty:** Your use of Collabung's Services and content is at your own risk. They are provided "as is" and "as available" without any warranty, express or implied. Collabung does not warrant merchantability, fitness for a particular purpose, availability, security, title, non-infringement, or any other warranty implied by any course of dealing or performance.

**Responsibility for content:** All content is the sole responsibility of the person who originated it. Collabung does not monitor or control the content posted via the Services and cannot take responsibility for it. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to content that might be offensive, harmful, inaccurate, or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive.

**Release:** By using the Services, you release Collabung from any claims, damages, and demands arising out of or in any way related to disputes between users or between users and any third party relating to the use of the Services.

**Collabung's liability to you:** Collabung is not liable for any damages arising from your use of the Services and any content, including damages from hacks or unavailability, or any type of damages, claim or loss. Collabung is not liable for any lost profits, data, revenues, or any conduct or content of other users or third parties on the Site or the Services. Collabung's liability for damages is limited to one hundred Canadian dollars (\$100.00).

**Your liability to Collabung:** You are responsible for any liabilities, losses, claims, and expenses that arise from or relate to your use or misuse of the Services. If you break any of the promises made in these Terms of Service, you must compensate Collabung for any losses or damages, including reasonable legal fees and costs.

**Third party websites:** The Site and Services may contain links to other websites. When you access third-party websites, you do so at your own risk. Collabung does not control or endorse those sites.

## Ads and How They Are Served

In order to keep the Services free of charge, we display third-party advertisements and promotions on or in connection with the Service. These advertisements are based on information provided by third parties, and as a result, we cannot be held responsible or liable for any loss or damage you may incur as a result of these advertisements. Any interactions you have with advertisers found on or through the Service, including reliance on advertising, commercial transactions, and legal obligations associated with such advertisements, are solely between you and the advertisers.

## Additional Terms

**Changes:** Our Terms of Service may undergo modifications from time to time. If any significant changes are made, we will notify you either through the Site or email. Your continued use of the Services after any such changes means that you consent to the revised Terms of Service. If you do not agree with any modifications made to the Terms of Service, you will need to close your account and/or stop using the Services.

**Entire Agreement:** These Terms of Service, along with any other documents incorporated by reference, constitute the complete agreement between you and Collabung concerning the Services. These Terms of Service replace any prior agreements between you and Collabung regarding the Services.

**No Waiver and Severability:** Collabung's failure to enforce or exercise any particular right or provision under these Terms of Service does not imply waiver of that right or provision. If any provision of these Terms of Service is deemed invalid or unenforceable, the provision will be restricted or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Service will continue to be valid and enforceable.

**Choice of Law and Jurisdiction:** We encourage you to contact us first if you have any issues before resorting to legal action. However, if a legal dispute does arise, these Terms of Service will be governed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada that apply in Ontario, without consideration of principles of conflicts of laws. You agree that any legal disputes or claims related to these Terms of Service will be heard in the courts of the Province of Ontario.

**Assignment:** These Terms of Service are personal to you, and you cannot assign, transfer, or sublicense them without prior written consent from Collabung. Collabung has the right to assign, transfer, or delegate any of its rights and obligations under these Terms of Service without notifying you or seeking your consent.