

# Terms & Conditions

These terms and conditions and the documents referred to in them (collectively the "**Terms**"), apply to your use of this website located at the address "aposto.com" (the "**Site**"). The Site is operated by us, Aposto Technology and Media, Inc., a Delaware, U.S. corporation registered with Delaware Division of Corporations under file no. 6934720 ("**we**", "**us**", "**our**"), which provides an online facility through the Site where individuals can listen to podcasts or read newsletters, news, articles and curated magazines published on our media service (the "**Services**").

These Terms refer to and incorporate the following additional Terms, which also apply to your use of the Site:

- **Privacy Notice**, which sets out the terms on which we process any personal data we collect about you or that you provide to us.

By using the Services or visiting or browsing the Site, you accept these Terms and any modifications that may be made from time to time. If you do not agree to these Terms, you should not use the Service or visit or browse the Site.

## Use of Services

The Site is our exclusive property and all its elements are protected by copyright, trademarks, or patents. The reproduction of all or part of the Site is considered a counterfeit in the sense of the intellectual property law.

You agree to comply with all applicable laws and regulations in connection with your use of the Services and the Site. You must not misuse this Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to this Site, the server on which this Site is stored or any server, computer or database connected to the Site. You must not attack the Site via any denial-of-service attack.

The Services are not intended for use by children under the age of 18 years old. If you are under 18, you are strongly advised to use or obtain our Services together with a parent or guardian (who is 18 or over).

We do not guarantee that the Site or any Services or content on it will always be available or be uninterrupted. We reserve the right at any time and without notice to enhance, modify, alter, suspend, or permanently discontinue all or any part of the Site or any Services or content on it and to restrict or prohibit access to it.

We will not be responsible or liable to you or any third party for the content or accuracy of any content posted on our Site by the publishers as we are merely acting as a platform where carefully selected publishers can share contents independently.

## Membership Types and Your Aposto User Account

We may define various types of paid and free membership for the Aposto Media Service, and we may make some of the content on the Aposto Media Service and some of our Services subject to paid membership. Details of these will be provided to you when you register for the Aposto Media Service or

at other times through the relevant communication channels, and they will also form an integral part of the Terms. We reserve the right to make any changes to our paid and free membership plans at any time, including but not limited to changes in the amount of the fee.

When you create a user account on Aposto Media Service within the scope of any membership, you undertake that the information you provide to us when creating your account is accurate and up-to-date, and that you will update your information in your account in a timely manner in response to any changes that may occur in your information.

Your Aposto user account is unique to you and the use of a user account by more than one person is prohibited. If you violate this rule, your account may be canceled and your access to Aposto Media Service and Services may be blocked. In any event, you must remember that you will be held responsible for all activities that occur through your account.

You agree that you are personally responsible for the security of any devices, such as desktop computers and mobile phones, on which your user account information and password may be stored. To keep your account secure, please take care to keep your password confidential. If you learn of any unauthorized use of your password or account, you may contact us at the email address listed at the end of these Terms.

## Payments

For paid memberships, you agree to pay us the amounts that you are obliged to pay us in accordance with the relevant electronic or physical contracts concluded between us, including the Terms, on time. Due to the digital nature of our Services, the amounts paid for paid memberships cannot be refunded and the right of withdrawal cannot be used.

For paid memberships, we may require you to maintain a valid credit card or other payment method information in your account or with our third party payment service provider. By providing this information to us, you authorize us to charge the payment amounts due to your card or related payment instrument. Your membership will continue unless canceled, and for paid memberships, the relevant amount will be charged each payment period through the payment information you provide.

From time to time, we may organize campaigns and provide various discounts on our membership fees. The conditions of participation in such campaigns and the determination of your compliance with such conditions are at our sole discretion. In this context, we may change and terminate any campaign at any time and in any way we wish, and we may suspend your membership if you benefit from a campaign despite not meeting the conditions.

Your failure to maintain adequate information in your account or with our third party payment service provider for paid memberships, or your failure to fulfill your payment obligations in any way, constitutes a material breach of these Terms and may, at our sole discretion, result in the immediate blocking of your access to the Aposto Media Service and our Services.

If you have a paid membership, you may cancel such membership at any time at the end of the relevant payment period.

## Termination of Services

We have the right to disable any user account or prevent any user from accessing the Site or obtaining the Services from us, if we have reasons to suspect the account has been compromised or if in our reasonable opinion you have failed to comply with these Terms.

We may at our discretion, issue warnings, suspend, block, or terminate your access to the Site and/or the Services (or any part of them) or remove any content uploaded, including without limitation, public user reviews, if:

1. you are in breach of these Terms including committing fraud or attempted fraud or any incident of payment;
2. you act in any manner which we consider may damage our reputation; or
3. you use the Site or Services in a manner which we consider to be fraudulent or contrary to law.

## Liability

**'As is' Basis.** We provide the Site and Services on an "as is" and "as available" basis. We, our publishers, our advertisers, our sponsors, or their employees, directors or representatives make no warranties or representations, whether express or implied that the Site, any content and the Services on it:

- are accurate, complete, up-to-date or suitable for any purpose; or
- are free of error or omission.

**Viruses.** We do not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs, and platforms in order to access the Site securely. You should use your own virus protection software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our Site or Services.

**Links to Other Websites.** Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. We assume no responsibility for the content of websites linked on our Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

You agree to indemnify us for any loss, liability, cost, or expense for any third-party claim arising from or connected to your misuse of the Site or Services or any use which is in breach of these Terms.

**Force Majeure.** We shall not be held responsible for the non-execution of our commitments to you in the emergence of a case of force majeure especially those affecting web services, news reporters, digital media, and telecommunication services.

## Miscellaneous

**Severance.** If any or any part of the Terms contained herein shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term shall to that extent be

severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

**Entire agreement.** These Terms and all documents referred herein constitute the entire agreement between us and you and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter.

**Dispute resolution.** These Terms will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles.. Any action or proceeding to enforce these Terms will be brought only in any state or federal court located in the State of New York. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue..

## Changes to the Terms

We may change these Terms from time to time by posting an amended version on this page. We recommend that you check this page from time to time, as your continued use of the Site after these Terms are amended shall mean that you agree to be bound by such changes.

## Contact

For support and technical enquiries, you can contact the team by sending an email to [hello@aposto.com](mailto:hello@aposto.com). For all enquiries related to your personal data, please contact us through [privacy@aposto.com](mailto:privacy@aposto.com).