



Terms of Service

(March 3rd, 2016)

These Terms of Service (the "Terms of Service") describe the terms pursuant to which YOUMIAM S.A.S. (hereinafter "YOUMIAM") provide website features and other products and services to you when you visit www.YOUMIAM.com, use YOUMIAM products or services, use YOUMIAM applications for mobile, or use software provided by YOUMIAM in connection with any of the foregoing (collectively, "YOUMIAM Services").

By using YOUMIAM Services, you agree to these conditions. Please read them carefully because they govern your access to and use of YOUMIAM Services and set forth legally binding terms applicable to your use of the YOUMIAM Services. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU SHOULD NOT ACCESS OR USE YOUMIAM SERVICES.

The use of the YOUMIAM Services is only authorized for personal and private use, therefore any other use, including any use of the YOUMIAM Services for a commercial purpose or any business, is strictly forbidden.

USE OF THE YOUMIAM SERVICES

YOUMIAM uses reasonable efforts to make the YOUMIAM Services accessible 24 hours a day and 7 days a week; however, YOUMIAM reserves the right, without prior notice or compensation, to temporarily remove access to the YOUMIAM Services, as deemed necessary by YOUMIAM, including to perform maintenance of the YOUMIAM Services.

YOUMIAM will use reasonable efforts to provide you with at least 24 hours' notice prior to any YOUMIAM Services' interruptions.

In order to access the YOUMIAM Services, you must be located in a country where the YOUMIAM Services is available, and be at least 13 years of age.

If you are not at least 13 years of age, you shall not attempt to access any YOUMIAM Services.

If you are between 13 and 17 years of age, you must have your parent's or guardian's consent to register for the Site and/or subscribe to the YOUMIAM Services.

Please note that certain functionalities or features of the YOUMIAM Services described on the Site or Application may be not available in your country.

MODIFICATIONS OF THE TERMS OF SERVICE

YOUMIAM may amend these Terms of Service from time to time. We will post any material changes to these Terms of Service on the Site with a notice advising of the changes at least 30 days before the effective date of the changes. If you have provided us with your email address we also will endeavor to notify you of material changes to these Terms of Service by sending an email at least 15 days before the effective date of the changes to the email address you most recently provided to us. If you do not agree to the new terms, you may terminate your account within the applicable 30 day period by deleting your account (Settings section of the App

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Users may post reviews, comments, photos, videos, and other content; submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. YOUMIAM reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant YOUMIAM a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify YOUMIAM for all claims resulting from content you supply. YOUMIAM has the right but not the obligation to monitor and edit or remove any activity or content. YOUMIAM takes no responsibility and assumes no liability for any content posted by you or any third party.

You acknowledge that by using the YOUMIAM Services, you may be exposed to content that you find offensive or objectionable and that you are viewing the content at your own risk. You acknowledge and agree that you, and not YOUMIAM, are solely responsible for any content you create, transmit or display using the YOUMIAM Services and for the consequences of your actions in connection with your use of the YOUMIAM Services. You acknowledge and agree that terms used by YOUMIAM to categorize recipe content (including, without limitation, vegan, low-fat, low-sodium, gluten-free and low-sugar recipe data) are used for the exclusive purpose of organizing search results. While YOUMIAM strives to give you accurate search results, YOUMIAM cannot guarantee that all recipes grouped within a category will meet all governmental and non-governmental standards for such category, nor can YOUMIAM guarantee that all recipes resulting from a YOUMIAM search will accurately reflect the search terms. You are solely responsible for screening your YOUMIAM search results for ingredients which are objectionable or harmful to you for any reason.

While you may submit images on YOUMIAM.com or through the YOUMIAM Services, any image you submit must be a recipe-related image which is owned by you and not subject to third-party copyrights and does not contain third-party trademarks. In case you use an image subject to thirdparty copyrights, you must explicitly credit the image in the dedicated section on YOUMIAM. A nonexclusive example of an acceptable image would include images of recipes prepared by you. YOUMIAM reserves the right to remove (without notice) images that are not related to recipes or food, that are inappropriate (as determined in YOUMIAM's sole discretion), that contain copyrighted or trademarked materials which YOUMIAM believes to be owned by a third party.

SUBMITTING RECIPES TO YOUMIAM

We invite you to submit your culinary creations. Any recipes you submit to YOUMIAM will continue to be owned by you. By submitting or posting your recipes, you do grant YOUMIAM a perpetual, worldwide, royalty-free, non-exclusive license to use, modify, publicly perform, display, reproduce and distribute your recipes throughout YOUMIAM's Services, websites and applications, including on websites and applications operated by our third-party strategic partners. YOUMIAM will discontinue its use of any submitted recipes you remove from your account. Once removed by you, your submitted recipes will no longer appear in user search results of the YOUMIAM Services or on social networking sites (e.g., Facebook) where you've "liked" or "miamed" your recipes through the YOUMIAM Services. Please note that closing your YOUMIAM account will have the same effect as removing recipes you've submitted to YOUMIAM.

LICENSE AND ACCESS

Subject to your compliance with these Terms of Service, YOUMIAM grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the YOUMIAM Services. This license does not include any resale or commercial use of any YOUMIAM Services, or its contents; any derivative use of any YOUMIAM Services or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms of Service are reserved and retained by YOUMIAM or its licensors, rightsholders, or other content providers. No YOUMIAM Services, nor any part of any YOUMIAM Services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of YOUMIAM. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of YOUMIAM without express written consent. You may not use any meta tags or any other "hidden text" utilizing YOUMIAM's name or trademarks without the express written consent of YOUMIAM. You may not misuse the YOUMIAM Services. You may use the YOUMIAM Services only as permitted by law. The licenses granted by YOUMIAM terminate if you do not comply with these Terms of Services.

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The YOUMIAM Services and all elements composing of the foregoing (such as but not limited to the logos, domain names, tracks or videos, and there associated elements such as the photos, images, texts) (the "YOUMIAM Content") are the exclusive property of YOUMIAM and/or its licensors. The YOUMIAM Content is protected by applicable laws, including intellectual property laws. You may only access and use the YOUMIAM Content for the purpose of using the YOUMIAM Services in accordance with these Terms of Service.

Any unauthorized use of the Site, Service or the YOUMIAM Content without the express consent of YOUMIAM is strictly forbidden.

COPYRIGHT COMPLAINTS

YOUMIAM respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please email us at contact@youmiam.com.

YOUR PASSWORD

If you use any YOUMIAM Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

PRIVACY

Please review our [Privacy Notice](#), which also governs your use of YOUMIAM Services, to understand our practices.

ASSIGNMENT

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YOUMIAM without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

LIMITATION OF LIABILITY / INDEMNIFICATION

YOU UNDERSTAND AND AGREE THAT YOUMIAM AND ITS PARENTS, SUBSIDIARIES, PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, THE "YOUMIAM PARTIES") WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF A YOUMIAM PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OR ACCESS OF, OR INABILITY TO USE OR ACCESS, THE SITE OR SERVICES.

You hereby agree to indemnify and hold the YOUMIAM Parties harmless from any and all damages, losses, costs, claims or demands (including legal fees and court costs) and expenses incurred, suffered or expended by YOUMIAM as a consequence of any third party's claim relating to or arising out of your use of YOUMIAM Services or your violation of any term or condition of these Terms of Service.

DISCLAIMER OF WARRANTIES

THE SITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE YOUMIAM PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

NON-INFRINGEMENT. THE YOUMIAM PARTIES DO NOT WARRANT THAT THE SITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY CONTENT DESCRIPTIONS OR DEPICTIONS, OR OTHER CONTENT OFFERED AS PART OF THE SERVICE, ARE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT THROUGH THE SITE OR SERVICE. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE OR SERVICE FOR ANY FEATURE OR PART THEREOF AT ANY TIME. THE YOUMIAM PARTIES ASSUME NO RESPONSIBILITY FOR THE DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT OR PERSONALIZATION SETTINGS.

ENTIRE AGREEMENT / SEVERABILITY

These Terms of Service, together with the Privacy Notice and any amendments and any additional agreements you may enter into with YOUMIAM in connection with the YOUMIAM Services, shall constitute the entire agreement between you and YOUMIAM concerning the YOUMIAM Services. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Service will remain in full force and effect.

CONTACT YOUMIAM

For any information or question regarding the Service, you can contact YOUMIAM at contact@youmiam.com.

TERMINATING YOUR USE OF THE SERVICES

YOUMIAM may terminate your use of the Services if you breach any provisions of these Terms of Service, if YOUMIAM decides not to continue providing the Services, or if required by applicable law. You may terminate your agreement with YOUMIAM by closing your YOUMIAM account and stopping your use of the YOUMIAM Services.

JURISDICTION AND LITIGATION

These Terms of Service shall be governed by French law without regard to its conflict of laws provisions. You and YOUMIAM agree to submit to the exclusive

jurisdiction of the French courts, to resolve any legal matter arising from these Terms of Service. YOUMIAM's failure to enforce any rights arising hereunder shall not be deemed a waiver of such rights. If any court of competent jurisdiction rules that any provision in these Terms of Service is invalid, then that provision will be removed from these Terms of Service without affecting the remainder of this document, which remaining provisions shall be valid and enforceable.