

Ecosystem General User Terms

These Terms were last modified / became effective on: March 20, 2021 / April 1, 2021

PLEASE READ THESE ECOSYSTEM USER TERMS ("AGREEMENT", "TERMS", "RULES") CAREFULLY BEFORE USING THIS SERVICE, SINCE THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND DUTIES.

INTRODUCTION

This service as a mobile app ("Service", "Services", "Platform", "App") is provided to you by DISEO Ltd, Switzerland ("Provider", "Community") powered by DISEO Ltd, Switzerland ("DISEO", "we", "us", "our"). We operate an ecosystem of many social platforms which are provided each by a different provider but which are all connected to each other using the same user base and content pool ("Ecosystem"). As DISEO, we make sure that your data is protected under your control and that you can decide on which platform your profile and your content is visible while providers control if your profile and your content is admitted to their platform. These Terms describe the Rules under which you can use this Service by you to operate a profile on the Ecosystem according your preferences and permissions.

Our intention is to transform these Rules on how users interact with platforms on this Ecosystem to a global digital democracy where verified users receive voting rights to elect representatives to continue developing these rules and vote about changes to be made. Feel free to contact the Provider or Us on how you can support us to make this happen. Until this has been implemented, we reserve the right to develop these Rules further by changes we apply from time to time that we consider as reasonable and valuable for the Ecosystem and its growth. What we have in mind is to build with you a fair-trade universe of Social Commerce by autonomous interconnected communities securing the highest possible data protection and privacy control of its users: Distributed. Democratized. Ethical. Sustainable. We protect your data according to Swiss law. However, please note, we will fully cooperate with countries related to digital transactions and your behaviour to apply local law and local taxes when you reside or are located within the geographic border of such country.

ECOSYSTEM

When you register on this Platform, you register with your social profile on an Ecosystem of interconnected platforms. This profile will be visible on other platforms of the Ecosystem under your control. Once verified, you can even manage multiple profiles for different purposes (private, business, sport, etc.) under one digital identity. You manage your control by login in with your login details to diseo.me. On this website you set your preferences and you define which profile to use on which platform.

You can also download multiple apps of several platforms of the Ecosystem and use them at the same time with the same login details. On each app you will find different services and content from the same pool of content, however, filtered and selected according to the community topic of the app and the priority of the platform provider which is the community operator. You have the advantage that on all apps you have the same address book with your connections and the same chat history and chat sessions related selected profile of you.

The list of available communities with their apps you find on diseo.me.

There are 4 types of platforms (communities):

Open. These are platforms with a neutral topic such as news publishers, transportation services, retail stores, sports clubs or universities. On such platforms your profile is automatically listed, but you have the possibility to opt-out by login in with profile to diseo.me and changing your permissions. This setting has the advantage that your friends can find you to invite you to connect even when they register on a different platform.

Specific. These are platforms which cover a very particular topic that might not match everyone's taste. This is for example a political party, a church, a military organization, a health service or similar. On such platforms your profile is NOT listed automatically, but you have the possibility to opt-in with profile to diseo.me and changing your permissions. When giving permission to be listed, your friends who use such a specific platform can find you to connect.

Restricted. These are platforms which wish to operate on a smaller context as they address a small community. On such communities you cannot give permission through by login in with profile to diseo.me, but you will be listed when you download the app of this community and you register on the app (with the same login data as you already use).

Exclusive. On such app you can only register/login with an invitation code or with a personal access permission granted to you by the platform owner. Accordingly, your profile will not be listed unless you registered/logged in through this app.

This setting allows you to meet friends and interact with them across platforms. You control which platform to use. Your content is shared and visible across platforms, giving your content a greater reach. You control where your content is available.

STRUCTURE

Our rules are divided into 3 sections:

Ecosystem General User Terms (these Terms): valid for all interconnected community platforms

Ecosystem Privacy Magna Carta ("Privacy Policy"): valid for all interconnected community platforms

Platform Specific User Terms ("Specific Terms"): valid only for on the related community platform

OUR RULES

Our services are provided "as is" without and warranties of any kind.

Our services must be used according to our terms and posted policies. If you do not respect or violate these Terms, we have the right to disable your account and we might also not allow you to create another account without our permission. You are not permitted to use our Services if you do not meet the eligibility criteria set out in these Terms.

Please note that your account includes a trust index. This trust index is your personal reputation that you build up over time with your behaviour from receiving trust ratings of other users, where verified users count much stronger than unverified users. Through creating great content and demonstrating valuable knowledge you can increase your trust index. Through bad acting and hate speech you likely decrease your trust index which reduces the visibility of your content.

Your profile becomes valuable through verification and you can earn income from your data and content into your wallet that you may receive upon verification. Please note, that once verified, you cannot wipe out your trust index by deleting your account and re-registering, since your trust index will be conserved.

WALLET

We do not operate wallets. However, we integrate wallets of wallet partners which comply with regulations in your country. When you choose 'Document Verification' you can verify yourself to add a wallet from one of the wallet providers available to you in your country of residence.

Please note that we currently only have one or a few wallet providers. So, it might be possible that in your country no wallet provider is currently available.

MINIMUM AGE

Only people aged 12 years old and over can use our Services. The minimum age to use our Services without parental approval may be higher in your home country. To use the wallet services without parental approval you need to be at least 18 years of age and be a verified user. When you are under 16 years old, you certify that you have the parental approval to register.

If you are aged between 12 and 18 years, we currently do not have a wallet solution for you. We plan to implement a solution soon where you can use the wallet of your parents. They will open an account, get verified, create multiple wallets and assign a wallet to you.

INDICES

In addition to the trust index mentioned above which reflects your reputation in your social network, we have added an activity index which shows how active you are on the Ecosystem. Through increasing your activity, you can increase the visibility of your content and therefore the possibility to earn income. Please note that we value the quality of your content. For example, a post with an original video has a much higher value than a post which contains nothing else than a link.

In addition, we have added a social index. The social index is not yet fully developed. When fully developed it will be made up from three components a) your personal impression how much a profile owner (either a person or an organization) is caring about sustainability, b) profile owners own activities related sustainability, for example running or supporting sustainable activities through work or donations, and c) rating of quality rating institutions. When sustainability is important to you, you can then use the sustainability index as a basis for your purchase decision. Also, you can express your disagreement with the sustainability efforts of a certain organization. If a lot of users express their disagreement, it will create a public pressure to the organization to improve. This might create a bigger impact than political actions.

If you would like to support us in our efforts to improve sustainability, please let us know.

PROFILE CATEGORIES

Unlike other social platform, we operate multiple profiles of various categories including profiles of objects. This makes us to the first platform for Social Media of Things.

We have two master categories: Persons (natural persons) and Organizations (legal entities).

A person can create personal profiles of a specific purpose (private, business, sport, etc.). We will add profile categories such as channels (to manage public discussions related to a topic), products (to sell anything you wish to interested buyers).

An organization can create profiles of a variety of profile categories such as channels (to discuss topics of interest), brands (to attract brand lovers), locations (where people go to do something), products (to show characteristic and for buying/delivering), services (to book or buy and use), events (to sell tickets and interact with audience), and many more. Some are already available, some will follow soon.

DATA PROTECTION

The full information on data protection is described in 'Ecosystem Privacy Magna Carta.

We aim to provide you a data protection and privacy control that is outstanding, sets a news benchmark that goes far beyond the legal minimum requirements which are already high in Europe.

The principle is: Your data is yours. You are the only one to control your data. We apply this principle within the legal boundaries of your country of residence or country of location.

This also means that nobody can call you or chat with you without your prior permission of accepting a connect invitation. Your data will never be transferred to a third party unless with your instruction, for example when you request information on a product or services. No advertiser and not even the Provider has access to your data, except for targeting – but only when you have agreed to advertising or sponsoring to earn income according your settings in your preferences. Even in this case, they do not receive your data. They only get access to targeting and showing their profiles and their offerings to you.

In the future we aim to go one step further and to protect your data by using Blockchain technologies.

CONTESTS

Users of type organization can create campaigns such as advertising and sponsoring. In addition, they and use tools as promotor ("Promotor") to create promotions including contests, coupons, surveys, polls and more. Promotors do not receive any user data of participants! Only exception: winners of a competition or when clearly stated. Promotions include details such as beginning, end, prizes, interim results, special conditions, etc. Except when stated otherwise by Promotor, following applies to such promotions: Winners will be notified by text message to their profile or push message to their phone. There is no obligation of purchase. There is no correspondence on the event. The decision is final, all legal measures are excluded. Cash payout of prizes is not provided. Prizes are personal and non-transferable. Winners agree that their profile and name can be published. If a certain prize requires travelling to a certain place, then winners will travel at their own expense. Participants violating these Terms are excluded from receiving a prize. Staff and relatives of Promotor are excluded from participating at prize drawing.

UPDATES

New features and updates will be available to download from time to time. In order to enable these features, you will update your app unless it is not updated automatically. These updates are important as they may well relate to improved security procedures or protocols. If you do not download the latest updates, we will be less able to ensure your security and privacy.

ACCEPTABLE USE

You agree to use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: violate or infringe Our rights, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights. Users may also not engage in hateful activities or use our services to facilitate hateful activities engaged in elsewhere, whether online or offline. Mind your trust index!

PROHIBITED ACTIVITIES

You are not permitted to use our Ecosystem for any of the following activities.

- To conduct or engage in any illegal activity, including (but not limited to) money laundering, terrorism, terrorist financing or to hide or disguise the proceeds of any such activity.
- To infringe our proprietary intellectual property or the proprietary intellectual property of any other person.
- To breach any privacy or data protection laws.
- To breach any laws prohibiting harmful communications, or to send malicious content, including, but not limited to, hate speech and abuse, to any person or to engage in any deceptive, fraudulent or malicious activity, including by launching malware or viruses, or by seeking to hack into the digital wallets, or by stealing or attempting to steal any digital assets or funds held by any other user.
- To send unsolicited marketing messages or broadcasts (commonly referred to as spam) to any person.
- To engage in gambling when prohibited by Provider in Specific Terms or for selected countries or for certain age groups.
- To attempt to use any digital asset that the Services do not support at the relevant time.
- To reverse-engineer, decompile, disable or disassemble any Services.
- To harm, or attempt to harm any person, including Us or Provider or any of our related persons.
- To share content that infringes or breaches the rights of someone else, such as intellectual property rights. This includes, but is not limited to, copyright infringing content.
- To offer, or to purport to offer, any service to any person who is not an eligible user.
- To engage in any other use or activity which breaches these Terms.

FREEDOM OF SPEECH

We promote freedom of speech. Therefore, We as ecosystem operator do not intend to eliminate any content if not required by law. We also have no obligation to supervise content unless we are legally required. However, we implement several self-regulation mechanisms.

Platforms receive alerts on selected public events or comments. They have the power to hide any content of their free choice without giving any reason. They create their own policy what content to show and what content not to show. It is your choice to sanction if you do not like their policy by disabling your profile on their platform.

We will allow for individuals and communities to flag hateful activities, as well as flag groups and individuals engaged in hateful activities on the platform. Please note that your trust index will be affected when another user flags your content which has an impact on the visibility of your content.

We will also create a trusted flagger program for vetted, well-established civil and human rights organizations to expedite review of potential hateful activities. Accredited organizations will have a stronger impact on your trust index.

YOUR COMMITMENT

You agree to not (or assist others to) use or exploit our Services in ways that infringe on the rights or privacy of other users of the Ecosystem. You agree to provide accurate information about yourself in order to access our Services. You agree not to share any of your login details or other information about your account with anyone else.

You give us permission to use content that you create and share within the current Platform in order for us to make it available to others platforms to view, subject to the settings that you choose, within our Ecosystem. In no way we will use your content without the permissions that you provided through your settings that you manage in a simple manner on the App and in a sophisticated way through the related web interface diseo.me.

OUR RIGHTS

We and accordingly the Provider of this Platform and the providers of all other interconnected platforms own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our or our providers copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our or our provider's written permission.

If we gain the understanding that there is no other way to protect our rights, We have the right to terminate your account and deny your future service.

Any user who is denied service, in whole or in part, for violation of the provisions of these Terms, shall be given the reason for their service denial at the time of denial. The reason shall be provided in a format sufficient for the user to know what specific activities were the reason for denials of service.

Such user may appeal through an easily identifiable and accessible online process to a higher-level neutral decision maker with relevant expertise, present evidence supporting their appeal, and be informed of the result of the appeal and its justification in a timely fashion.

You may apply to become a member of a group of decision makers. Users (persons or organizations) with a high trust index will be preferred.

LICENSE TO USE

We grant you a limited, revocable, non-exclusive, and non-transferable license to use our Services in accordance with these Terms.

LIABILITY LIMITS

In no event will We, our affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with Your use, or inability to use this Platform or any other platform, any related website of any platform, including any service, any content and any items of the Ecosystem or obtained through it, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

LAW VENUE

Unless defined differently in the 'Specific Terms' of this Service, these Terms and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of Switzerland without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms or our Ecosystem and related websites shall be instituted exclusively in the courts of Switzerland, or when specified differently in the 'Specific Terms' the courts contained therein, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. YOU UNDERSTAND AND YOU AGREE THAT WHEN WE TAKE ACTION ON ANY BREACH OF SECTION 'PROHIBITED ACTIVITIES' – OR WHEN YOU BREACH THE LAWS OF YOUR COUNTRY OF RESIDENCE – OR YOU BREACH THE LAWS OF THE COUNTRY OF YOUR LOCATION – THEN WE OR THE RELATED PROVIDER ARE ENTITLED TO REQUEST THE APPLICATION OF THE LAWS OF YOUR COUNTRY OF DOMICILE OR THE LAWS OF THE COUNTRY WHERE YOU WERE LOCATED AT THE MOMENT YOU COMMITTED THE BREACH. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

PLEASE ALSO NOTE, THAT THROUGH THIS WE APPLY SWISS LAW IN GENERAL, BUT COUNTRY LAW WHERE YOU RESIDE OR WHERE YOU ARE IN SPECIFIC. WE WILL BE FULLY COOPERATIVE WITH COUNTRIES WITHIN THE LAWS OF THESE COUNTRIES FOR DIGITAL ACTIVITIES WHICH HAPPEN INSIDE THEIR GEOGRAPHIC BORDERS AND WE WILL ALSO ENABLE THEM TO APPLY TAXES ON TRANSACTIONS WHEN A DIGITAL TRANSACTION HAPPENS INSIDE THEIR TERRITORY.

You understand and agree that neither We nor the Provider of this Platform nor any provider of another related platform are liable for any harm that may be caused by the Service not being available, or from any action that is taken as a result of content that is posted on the Ecosystem.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Us, our Providers and any of our affiliates or licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms or your use of the Service or the Ecosystem, including, without limitation, any use of any related website's content, services and products other than as expressly authorized in these Terms.

UPDATES

We may update these Terms from time to time at our discretion. Your continued use of our Services and our Ecosystem confirms your acceptance of our updated terms; these updates will supersede any prior terms. The same applies to the Specific Terms and to the Privacy Policy. These Terms, Specific Terms and Privacy Policy cover the entire agreement between You and Us regarding our Services and the Ecosystem and can only be amended in writing. If you do not agree with any of them, you should stop using our platforms and remove them from your devices.

If we do not enforce any of our Terms, that does not mean we waive the right to enforce them. Our platforms are not intended to be used in any country where such distribution or use would infringe on local law or would subject Us to any regulations in another country. We reserve the right to limit access to our Services on any platform in any territory or for any user group.

TERMINATION

You may elect to terminate your account and these Terms any time by requesting account termination. Please note that in such case all your data and your content will be deleted and cannot be recovered any more.

However, in the case you have a verified account, you agree and you authorize us irrevocably that we can keep your records of identification and your indexes for the case you wish you register again anytime in the future.

All provisions of these Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnification, and limitations of liability.

Please make sure that you transfer any amount of your wallet to a bank account of your choice prior to termination or to secure your wallet with your wallet provider in other ways.

OTHER

Void or ineffective provisions in any case shall not affect other provisions and they shall be adapted such that the intended purpose of void/ineffective part is accomplished as far as possible.

When these Terms are translated in other languages, the version in English shall prevail.

When you have questions or suggestions, please use: support@diseo.me.