

# Terms of Use of Website

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Please read these Terms of Use of Website carefully before using the yiximeta.com website operated by Yixi Meta.

Yixi Meta makes usage of HTTPS or SSL to protect user data submitted through the website. Nevertheless, we are not liable for any information lost in case of a security breach.

These Terms and Conditions (“Terms”, “Terms and Conditions”) govern your relationship with this website and its affiliated website including but not limited to yiximeta.com, dev.yiximeta.com (the “Website”) operated by Yixi Meta (“us”, “we”, or “our”), a registered company in the Netherlands with registration number: 85744115 and VAT number: NL004138359B29.

Please read these Terms and Conditions carefully before using the Website.

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Website.

By accessing or using the Website you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Website.

This website may use cookies. By using this website and agreeing to these terms and conditions, you consent to us the use of cookies in accordance with the terms of our [disclaimer](#), and [privacy policy](#).

## Intellectual Property

Unless otherwise stated, Yixi Meta and/or its licensors own the intellectual property rights in the website and material on the website. The Website is protected by copyright, trademark, and other laws of both the Netherlands and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Yixi Meta. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- i. republish material from this website;
- ii. sell, rent or sub-license material from the website;
- iii. show any material from the website in public;
- iv. reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- v. edit or otherwise modify any material on the website;
- vi. redistribute material from this website without reference to the source.

Where content is specifically made available for redistribution, it may only be redistributed with full references to Yixi Meta.

## Acceptable Use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, worm, keystroke logger or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Yixi Meta's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Yixi Meta's express written consent.

## Restricted access

Access to certain areas of this website is restricted. Yixi Meta reserves the right to restrict access to areas of this website, or indeed this entire website, at Yixi Meta's discretion.

If Yixi Meta provides you with a user ID and password (collectively "account") to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Website will immediately cease. If you wish to terminate your account, you may simply discontinue using the Website.

## User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose. Unless otherwise stated in contract(s) between you and us or in Terms and Conditions of Our Services and Products, your user content is credit to this Term of Use.

You grant to Yixi Meta a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant Yixi Meta the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Yixi Meta or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or another similar complaint.

Yixi Meta reserves the right to edit or remove any material submitted to this website, or stored on Yixi Meta's servers, or hosted or published on this website.

Notwithstanding Yixi Meta's rights under these terms and conditions in relation to user content, Yixi Meta does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## Limitation Of Liability

In no event shall Yixi Meta, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any direct loss to the extent that the Website is provided free-of-charge and any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from

- i. your access to or use of or inability to access or use the Website;
- ii. any conduct or content of any third party on the Website;
- iii. any content obtained from the Website; and
- iv. unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Nothing on this website constitutes or is meant to constitute, advice of any kind. These limitations of liability apply even if Yixi Meta has been expressly advised of the potential loss.

## Disclaimer

Our Website is not intended for US person defined in [US Person](#) section. Any liabilities, legal issues or other damages and/or problems raised should not be accredited to Yixi Meta.

Your use of the Website is at your sole risk. The Website is provided on an “AS IS” and “AS AVAILABLE” basis. The Website is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Yixi Meta and its subsidiaries, affiliates, and its licensors do not warrant that

- i. the Website will function uninterrupted, secure or available at any particular time or location;
- ii. any errors or defects will be corrected;
- iii. the Website is free of viruses or other harmful components; or
- iv. the results of using the Website will meet your requirements.

Without prejudice to the generality of the foregoing paragraph, Yixi Meta does not warrant that:

- i. this website will be constantly available, or available at all; or
- ii. the information on this website is complete, true, accurate or non-misleading.

## Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit, and nothing in this website disclaimer will exclude or limit Yixi Meta liability in respect of any:

- i. fraud or fraudulent misrepresentation on the part of Yixi Meta; or
- ii. matter which it would be illegal or unlawful for Yixi Meta to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## Other parties

You accept that, Yixi Meta has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Yixi Meta's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Yixi Meta's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Yixi Meta.

## Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## Indemnity

You hereby indemnify Yixi Meta and undertake to keep Yixi Meta indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Yixi Meta to a third party in settlement of a claim or dispute on the advice of Yixi Meta's legal advisers) incurred or suffered by Yixi Meta arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## Breaches of these terms of Use

Without prejudice to Yixi Meta's other rights under these terms and conditions, if you breach these terms and conditions in any way, Yixi Meta may take such action as Yixi Meta deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## Assignment

Yixi Meta may transfer, sub-contract or otherwise deal with Yixi Meta's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## Entire agreement

These terms and conditions, together with the privacy policy constitute the entire agreement between you and Yixi Meta in relation to your use of this website and supersede all previous agreements in respect of your use of this website.

## Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the Dutch law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Netherlands.

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## Registrations and authorisations

Yixi Meta is registered with The Dutch Chamber of Commerce (in Dutch: *Kamer van Koophandel*). You can find the online version of the register at [www.kvk.nl](http://www.kvk.nl).

## Our other terms of service

Our terms and conditions for using our services and products are covered in [Terms and Conditions of Our Services and Products](#).

Privacy matters are covered in our [Privacy Policy](#).

## Changes

We reserve the right, at our sole discretion, to revise or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. Unless specified, revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website.

Please check this page regularly to ensure you are familiar with the current version. By continuing to access or use our Website after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Website.

## Contact Us

If you have any questions about these Terms, please contact us at <https://yiximeta.com/contact/>.

## Definition of US Person

A “U.S. Person” is generally defined as a natural person who is permanently resident in the U.S. and/or any (legal) entity or organisation organised in the U.S. or incorporated under the laws of that country. U.S. citizens residing outside the U.S. may also be classified as “U.S. Persons” under certain regulations. Neither Yixi Meta nor its affiliated companies accept any liability for damages resulting from the use of this website or its content or damages arising in any other way in this connection. Nor can Yixi Meta be held liable for damages and/or losses resulting from transactions and/or other banking services and products purchased in violation of the laws of the jurisdiction to which the Client is subject.

**Here, we list some conditions that could help you identify if you are a US person. Meeting one or multiple of the following means that you are a US person.**

- You have an American passport.
- You live in the United States.
- You were born in the United States.
- You have an American living-, postal address or telephone number.
- You transfer money regularly to the United States.
- You have a proxy with an American address.
- You have a Per Address (P/A) in the US.