

DYSH, By BEARINGSPOINT MEDIA TERMS OF APPLICATION USE

This page (and the documents it refers to) tells you the terms of use on which you may use our application (our application), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the application. By using our application, you accept these terms of use and agree to abide by them. If you do not agree to these terms of use, please do not use our application.

ABOUT US

Dysh is an application operated by Bearings Point Ltd (“we” or “us”). We are registered in England and Wales under company number 05344499. Our registered office address is International House, 142 Cromwell Road, London SW7 4EF and our email address is comms@dyshus.com.

WAIVER OF USE

Under no circumstances will the Dysh parties be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to: (a) the service; (b) the Dysh content; (c) user content; (d) your use of, inability to use, or the performance of the service; (e) any action taken in connection with an investigation by the Dysh parties or law enforcement authorities regarding your or any other party's use of the service; (f) any action taken in connection with copyright or other intellectual property owners; (g) any errors or omissions in the service's operation; or (h) any damage to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the Dysh parties have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the service). In no event will the Dysh parties be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event will the Dysh parties total liability to you for all damages, losses or causes or action include financial remuneration.

You agree that in the event you incur any damages, losses or injuries that arise out of Dysh acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any web site, service, property, product or other content owned or controlled by the Dysh parties, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any web site, property, product, service, or other content owned or controlled by the Dysh parties.

By accessing the service, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of section 1542 of the civil code of California, and any similar law of any state or territory, which provides as follows: "A

general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Dysh is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

USE OF OUR APPLICATION

We allow access to our application on a temporary basis and we reserve the right to withdraw, restrict or change our application at any time and without notice. We will not be liable if for any reason our application is unavailable at any time or if the content is changed or out of date.

You must treat as confidential any user identification code, password or other security feature in relation to our application. If, in our opinion, you aren't complying with these terms of use, we have the right to disable any such code, password or feature at any time.

You must comply with the provisions of our Acceptable Use Policy when using our application.

It is your responsibility that anyone who accesses our application through your device or internet connection is aware of these terms and complies with them.

Any use of the Dysh Application for the purposes of harassment, bullying, trolling will be dealt with at the discretion of the Dysh app, notwithstanding legal action against the perpetrator.

VARIATIONS

We may revise these terms of use at any time by amending this page / screen or by provisions or notices published elsewhere on our application.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our application and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the materials on our application for commercial purposes without a licence from us or our licensors. You may not reproduce in any format (including on another application) any part of our application (including content, images, designs, look and feel) without our prior written consent.

If, in our opinion, you are in breach of these provisions, your right to use our application will cease immediately and you must either return or destroy (as required by us) any copies of the materials you have made.

All work published on Dysh Media in line with a content creators a partnership agreement, the terms of the content agreement to supersede these intellectual property rights.

REPORTING COPYRIGHT AND OTHER IP VIOLATIONS

1. We respect other people's rights, and expect you to do the same, in the use of our platform all work to be re-shared with the permission of the author and publisher on the platform. Alongside this, credit out to be assigned to the author of this content when reused with their permission.

2. We provide you with tools to help you protect your intellectual property rights. To learn more about how to report claims of intellectual property infringement, please email comms@dyskus.com

3. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

USER RELIANCE ON INFORMATION AND LINKS

The contents of our application (including links to other applications or websites and resources provided by third parties) are for information only, and we shall not be liable for any use of, or reliance on, such materials. It shall be your own responsibility to ensure that any products, services or information available through this application meet your specific requirements.

MODERATION

Steps for regular moderation for harassment, online abuse, and any harmful behaviours are monitored on the platform by our team. Users are encouraged to report any harmful or distressing content they witness on the platform, though we do our utmost to ensure that all content is verified, we cannot guarantee the language of our user base.

1. A moderator will assess the contents posted on the platform every 2-3 working days for the flagged registered content, email complaints, and any other flagged content from the Dysh app.

2. All content that has been flagged will be hidden/ removed from the app within 24-36 hours of publishing

3. The user responsible will be notified of their violation of the Terms and Conditions here listed and what the next steps of the process are. For example, if they should continue, that they will be removed from the platform and for those who acknowledge their violations, the limitations that will be placed on their user profiles.

4. The user who would have reported is also notified of the process at hand and the next steps in our process from our side.

At present, sanctions for misuse, harassment or bullying on the platform include having the user's account disabled. We seek to do this every 24-48 hours and will review any complaints on a daily basis and work to address these imminently.

INFORMATION ABOUT YOU AND YOUR USE OF OUR APPLICATION

We process information about you in accordance with our Privacy Policy. By using our application, you consent to such processing and you warrant that all data provided by you is accurate.

DELETING YOUR ACCOUNT

1. Upon termination of your account, all licenses and other rights granted to you in these Terms of Use will immediately cease.

2. We will aim to have your information on the platform and within our databases removed within 30 days of your request to delete your account, either through the app or through email request to comms@dyshus.com
3. Please be aware, once you have deleted your user profile, it will not be possible to restore it

LINKING TO OUR APPLICATION

You may link to our application only if you have first obtained our written consent and provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice.

The location from which you are linking must comply in all respects with our Acceptable Use Policy and must be owned by you.

You must not link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our application must not be framed on any other application or website, nor may you create a link to any part of our application other than the home page / screen.

If you wish to make any use of material on our application other than that set out above, please address your request to comms@dyshus.com.

UPLOADING MATERIAL TO OUR APPLICATION

In the event that you upload material to our application, or make contact with other users of our application, you must comply with our Acceptable Use Policy. If you upload material in breach of our Acceptable Use Policy and we suffer loss as a result, you will reimburse us for such loss.

Any material you upload to our application will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose it to third parties. If any third-party claims that any material posted or uploaded by you to our application violates their intellectual property rights, or their right to privacy, we have the right to disclose your identity to them.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our application.

We have the right to remove any material or posting you make on our application if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our application by knowingly introducing any material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our application, the server on which our application is stored or any server, computer or database connected to our application. You must not attack our application via a denial-of-service attack or a distributed denial-of service attack.

By failing to comply with this provision, you would commit a criminal offence and your right to use our application will cease immediately and we will report your actions to the relevant authorities.

OUR LIABILITY

The material displayed on our application is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our application or in connection with the use, inability to use, or results of the use of our application, any applications or websites linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. This does not affect any liability which cannot be excluded or limited under applicable law.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our application. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

International House, 142 Cromwell Road, London, England, SW7 4EF Copyright 2022 © Bearings Point Media. All rights reserved.

This website uses cookies to ensure you get the best experience on our website.