

# General Terms and Conditions (“GTC”) of Casa Expats

for the use of the services under the top level domain [www.casaexpats.com](http://www.casaexpats.com)

Version: 11 February 2016

Below you will find the GTC governing the use of [www.casaexpats.com](http://www.casaexpats.com) and all of its sub-domains and aliases of these domains (“Website”). When using the Casa Expats Website please bear in mind that this is a genuine online community, and any information you disclose about yourself and everything you upload can generally be freely viewed, copied, used, and passed on by others. By registering to use the Casa Expats Website you consent to the following GTC.

## 1. Scope

### 1.1

The provisions of these GTC govern the entire legal relationship between the validly registered user (“user”) and Casa Expats and are applicable to all services provided to the user or offered on the Casa Expats Website (“Casa Expats Service(s)” or “service(s)”) and also to all of the user’s actions, contents, or other material relating to the Casa Expats Website. No conflicting terms of use or conditions of the user shall be applicable and are hereby rejected. The complete and valid GTC are available in a printable and storable form on Casa Expats Websites under “Terms & Conditions”.

### 1.2

The user enters into this agreement on the use of services with Casa Expats SARLAU, 20050 Casablanca, Morocco. In so far as these GTC mention other users of the Casa Expats Website, these GTC shall also govern the interaction of users. However, no user shall claim rights under this agreement against other users without prior consent of Casa Expats.

## 2. Services

### 2.1

Casa Expats provides the user with an Internet platform which incorporates technical applications that allow the user to establish contact and share information with other users. This service made available via the Casa Expats Website includes upload, download, and posting options regarding materials and information which Casa Expats, the user, or other users want to share on the Casa Expats Website (“content(s)”). The services are described in detail on the Casa Expats Website.

### 2.2

Casa Expats does not take part in any communication between users and is not responsible for or party to any agreements that users meet by communicating over Casa Expats Website. This also applies to the relationship between users offering tickets for events and users ordering such tickets or signing up for such events.

The principles set forth in this Section 2.2 shall also apply to any agreements between users and third-party service providers providing supplemental services embedded in or linked to the Casa Expats Website. Such third party service providers are acting independently from Casa Expats, and Casa Expats does not accept any liability for third parties’ acts or omissions.

### 2.3

Users who want to take advantage of the services provided on Casa Expats Websites have the option to register for “Basic Membership” or for a “Premium Membership” as detailed on the Website.

## 2.4

The services include offers to join certain community groups and forums on the Casa Expats Website (“groups”). The user acknowledges that these groups may be established by other Users of the services and accordingly, the user moderating the respective group is free to choose whether the user may join or remain in the group. Casa Expats is not responsible or liable for the participation or any action of the user or any other users, including the group moderator, in the group.

## 2.5

Casa Expats reserves the right to modify the services or to offer services different from those offered at the time of the user’s registration at any time unless this is unreasonable for the user. Casa Expats shall give due notice of any amendments of services to the user via the user’s email address or by placing a notice in the user’s personal inbox on the Casa Expats Website. The amendments to the Services shall be effective from that point in time unless the user objects within two (2) weeks after receipt of the said notice by sending a fax or letter to Casa Expats, provided that Casa Expats has explicitly informed the user about the consequences of such non-objection.

## 2.6

The user understands that it is technically impossible to offer or guarantee the 100% availability of the Casa Expats Website. Casa Expats will make reasonable efforts to keep the Casa Expats Website available without unplanned interruption. However, maintenance, security or other planned actions, and/or events beyond Casa Expats’ reasonable control (e.g., disruptions in public communication networks, power failures), may cause temporary interruptions or other failures of the services.

## 3. Registration

### 3.1

In order to sign up for a Basic or Premium Membership users must apply for registration by completing the registration procedure on the Casa Expats Website. By completing the registration procedure, the user consents to enter into this agreement to use the services. Casa Expats accepts this offer by activating the user’s membership and personal account.

### 3.2

The user guarantees and represents that the information submitted to Casa Expats for registration is complete and truthful. The user shall not use pseudonyms or nicknames. The user shall keep the user’s profile up to date, in particular with regards to the user’s email address. The user shall ensure that Casa Expats can establish contact at all times with the user via the contact details provided by the user in the user’s profile on the Casa Expats Website.

### 3.3

Casa Expats reserves the right to refuse registration of any user for any or no reason.

### 3.4

The user hereby confirms that the user is of legal age at the time of registration and has not already registered with Casa Expats, i.e., only maintains one (1) user account.

### 3.5

User accounts are not transferable

### 3.6

During registration the user must determine a password which the user will use to identify the user in order to access the Website, the services, and the user's personal account. The user is responsible for keeping the password secret and preventing other persons from accessing the user's account via this password. The user agrees to notify Casa Expats immediately of any unauthorized use of the user's password or account or any other breach of security through the contact form available on Casa Expats Website under "Contact". The user promises to immediately inform Casa Expats if there is any indication that the password is being used by third parties. Casa Expats will not be liable for any loss or damage arising from the user's failure to comply with this section.

### 3.7

In so far as the user is in breach of the agreements in Section 3, Casa Expats shall be entitled to terminate this agreement with immediate effect, to block the user's account and/or to prevent further use of the services and the website(s) by the user.

## 4. Prices and Payment

### 4.1

The prices for the Membership are set forth on Casa Expats Website under "Packs" section and shall be binding. The total amount shall be due immediately upon invoicing and can be affected by any of the debiting procedures made available by Casa Expats. The user is aware of the fact and agrees that in case of online debiting procedures (i.e. payment via credit card) any data (e.g. name, credit card number, expiry date, bank details, etc.) which is necessary for the due processing of such payment will be transferred to third parties involved in the execution of the debiting procedure (e.g. operator of payment module, credit card acquirer, and the bank issuing the credit/debit card).

### 4.2

The user shall at all times provide for sufficient funds to allow for collection of any fees in the course of the debiting procedures designated by the user. Any costs (such as bank charges etc.) triggered by the failure to do so shall be borne by the user.

### 4.3

Casa Expats reserves the right to amend the prices for future provisions of the services. Any price amendments shall become effective one (1) month after due notice by Casa Expats of the amendment via the user's email address or by placing a notice in the user's personal inbox on the Casa Expats Website. The user may terminate the agreement within two (2) weeks after receipt of the said notice by sending a fax or letter to Casa Expats.

## 5. User's Obligations

### 5.1

The user shall only provide true and accurate personal, social, and professional information and shall not post on Casa Expats Websites any photographs identifying the user which are older than five (5) years or on which the user cannot be clearly and plainly recognized. The user shall not use any nicknames or pseudonyms to identify the user.

## 5.2

The user shall not use, upload, post, email, transmit, or otherwise make available any contents that violate laws and statutes in any manner ("Illegal Contents"), such as, but not limited to:

a)

Contents breaching third-party rights – e.g., copyright, performance, and commercial property rights such as brands, patents, registered designs, design rights, and also other rights, for example name and personality rights;

b)

contents which are insulting or defamatory, regardless of whether said contents are directed at Casa Expats personnel, other companies, or another user;

c)

contents and actions violating criminal law, promoting anti-constitutional organizations or displaying the insignia of such organizations; contents glorifying violence; racist, pornographic, sexist contents; contents harmful to young persons; contents trafficking in narcotics, inciting or downplaying the consumption of narcotics, inciting criminal offenses, gambling, insult or slander, defamation, etc.;

d)

contents promoting any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling, or pyramid sales) or content annoying, pestering, or harassing any other user;

e)

contents which include information for which the user has no right to disclose or make available under any law or under contractual or fiduciary relationships (such as proprietary and confidential information, insider information, etc.);

f)

contents that contain company logos. This excludes employees of Casa Expats, who may use the Casa Expats logo;

g)

contents intended to disrupt, destroy, limit, or impair services on the Casa Expats Website or the functionality of any computer software or hardware or telecommunications equipment, in particular through robots, spiders, spamming, DOS attacks, chain mail, junk mail, scripts, etc..

## 5.3

When using such services, the user shall adhere to all Forum, Event, and Activity Guidelines that Casa Expats has in place from time to time.

## 5.4

The user shall not send identical messages to more than one (1) user on the Casa Expats Website.

## 5.5

The user shall not (i) disguise the origin of any communication via the services or disguise the user's own identity while using the services in any way; (ii) disobey any requirements, procedures, policies, or regulations set up for the use of the services on Casa Expats Website by Casa Expats; (iii) interfere with or disrupt the Casa Expats Website, its servers, or General Terms and Conditions of Casa Expats networks. Nor shall the user engage in acts that impair the operability of Casa Expats' infrastructure, particularly those which may overload the said infrastructure; (iv) block, overwrite, modify, or copy any contents on Casa Expats Website, unless the said actions are necessary for the proper use of the services. The use of any search engine technology is not necessary for the proper use of the services and is therefore prohibited.

## 5.6

The user shall not tag other users or send email invitations to non-users without their prior consent.

## 6. Granting Rights to Use

### 6.1

The user grants Casa Expats all rights necessary with respect to contents to fulfill the purpose of this agreement

In particular, the user grants Casa Expats the royalty-free, perpetual, irrevocable, non- exclusive, universally transferable, and fully sublicensable right to:

#### a)

to store all contents (in particular images, videos, texts, etc.) uploaded or posted during the use of the Casa Expats Website in an electronic form,

#### b)

to make the same available to other users and third parties and to disseminate the same to other users and third parties upon demand by way of download, and also to permit other users and third parties to make virtual or physical copies of these contents for their private or other own use,

#### c)

to reproduce, disseminate, make generally available, and broadcast all uploaded contents on all websites or other platforms and services operated by Casa Expats (in particular TV, advertising, print media, radio, Internet, mobile Internet),

#### d)

to process the contents in a user-friendly form, make the same amenable for research and process the same such that other users and third parties can access the same at any time. This includes converting the contents into other data formats. Casa Expats is also granted the right to process the contents with respect to visual appearance, font, layout, scaling etc.. Casa Expats shall have the right to combine the contents or parts thereof with its own or third-party contents, in particular to add links to the contents or make the same available to third parties via links,

#### e)

to amend, shorten, block, or suspend access to, and delete any contents provided by the user.

## 6.2

With respect to all contents described above, the user hereby waives the exercise of all moral rights as far as legally possible, in particular with respect to infringements through changes to the contents made by Casa Expats or third parties.

## 6.3

The user hereby warrants that with respect to the entire contents furnished by the user, the user is the holder of the corresponding intellectual property rights or is entitled to use and transfer rights of use (in particular for publication, reproduction, and dissemination) to the extent necessary and required under these GTC and during the course of the contents being used on the Casa Expats Website without the infringement of any third-party rights.

## 6.4

The user hereby acknowledges the right of Casa Expats to publish any photographs or film footage taken at Casa Expats Events or Activities on the Casa Expats Websites and/or on any platform approved by Casa Expats. Should the user wish to refuse the same, the user must clearly express this wish to the photographer or cameraman at the Event or Activity. Should the user wish to have Casa Expats remove a photograph already published on the Casa Expats Website, the user must contact Casa Expats by fax or letter.

## 7. No Responsibility for the User's and Third-Party Contents

### 7.1

Casa Expats shall not be liable for any contents provided by or made available by any User, including the user's content. In particular, Casa Expats does not warrant that any such content is true or accurate, or that it fulfills or serves any particular purpose.

### 7.2

If the user finds contents offensive or objectionable, or a breach of the user's or any third-party rights, or illegal in any other way, the user shall contact Casa Expats through the contact form available on Casa Expats Website under "Contact", or by sending a letter to Casa Expats. Casa Expats will investigate the complaints and violations of its policies and may take any appropriate action, including, but not limited to issuing warnings, removing or blocking the content, or terminating accounts and/or subscriptions.

### 7.3

The user acknowledges that the Casa Expats Website include and provide contents provided by third-party providers as well as links to websites of third parties (altogether "Third-Party contents"). Casa Expats shall not be liable for any such third-party contents.

## 8. Terms of Termination, Reimbursement of Advance Payments

### 8.1

This agreement shall remain valid and binding as long as the user uses the services.

### 8.2

Both parties may terminate without cause the Membership to the end of the minimum service period as chosen by the user in the course of the registration process, or to the end of any renewal period.

### 8.3

Any termination according to Section 8.2 requires that the user sends a notice of termination by sending a respective email or letter to Casa Expats. The termination notice shall include the user's registered name and an email address of the user registered on the Casa Expats Website.

### 8.4

The user shall not be entitled to claim reimbursement of any advance payments made by the user if Casa Expats has terminated the agreement or blocked the user's access.

## 9. Privacy

Casa Expats acknowledges that any personal data provided by the user to Casa Expats is extremely important to the user. Casa Expats shall comply with all applicable legal provisions regarding data protection under Moroccan regulations and any other applicable data protection legislation. In particular, Casa Expats shall not provide or otherwise disclose any personal data of the user to any third party without consent, unless Casa Expats is required by statutory applicable law to reveal the data to third parties.

## 10. Liability of Casa Expats

### 10.1

Casa Expats provides only the infrastructure for Casa Expats members to organize Activities. Under no circumstance shall Casa Expats assume legal responsibility for damages related to Casa Expats Activities. Nor is Casa Expats legally responsible for the behavior or actions of Casa Expats members or any other attendees during Casa Expats Activities.

### 10.2

Under no circumstance shall Casa Expats assume legal responsibility for damages occurring at Casa Expats Events. Nor is Casa Expats legally responsible for the behavior or actions of Casa Expats members or any other attendees during Casa Expats Events.

### 10.3

The Ambassadors or Group consuls do not represent Casa Expats as vicarious agents. Casa Expats does not accept any legal responsibility for damages resulting from the gross negligence or intention of Ambassadors or Group consuls. Nor is Casa Expats under any circumstance legally responsible for the behavior and actions of Group Consuls.

### 10.8

The Ambassadors are not employees of Casa Expats. Casa Expats thus does not accept any legal responsibility for damages resulting from the gross negligence or intention of Ambassadors. Nor is Casa Expats under any circumstance legally responsible for the behavior and actions of Ambassadors.

## 11. Indemnity

The user shall indemnify and hold Casa Expats harmless and not accountable for claims for breach of third-party rights for which the user is responsible or any damage which is caused by a breach of any contractual obligations by the user. In particular, the user shall indemnify and hold Casa Expats guiltless and not accountable for claims by third parties resulting from any illegal acts by the user, in particular with respect to contents provided by the user infringing third-party rights or otherwise illegal content.

## 12. Miscellaneous

### 12.1

Unless otherwise stated in these GTC, the user may submit all notices to Casa Expats by email or letter. The complete contact details of Casa Expats can be found on each Casa Expats Website under "Contact". Casa Expats may send notices to the user by placing a notice in the user's personal inbox on the Casa Expats Website, email or post to the addresses given in the user's current contact data in the user's account.

### 12.2

If any provision of these GTC is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

### 12.3

The place of performance under these GTC shall be Casa Expats' main place of business.

### 12.4

Place of jurisdiction, insofar as legally admissible, shall be Casablanca, Morocco. This shall not impair any consumer jurisdiction forum competent for a dispute.

### 12.5

These GTC and the contractual relationship shall be governed by Moroccan Law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

## 13. Content Disclaimer

To the best of our knowledge, all information in the Casa Expats Website is accurate and up-to-date at the time of publication. However, Casa Expats Editorial Team makes no claim for the information provided in particular in the Guide to be complete, nor do we make any warranty whatsoever on the accuracy of the content. While all our articles are reviewed regularly, some of the information might have changed since the time of publication or the last review.

The Guide is neither legal advice in any way, nor can they replace the knowledgeable opinion of lawyers or other professionals in the various fields discussed in the articles.

Please note that Casa Expats is not responsible for the accuracy of and opinions expressed in member-contributed articles.

Casa Expats Guide aims to offer current and future expats a first glimpse into what awaits them and intends to inform them about the different aspects of expat life. However, we cannot be held responsible if your own experiences differ from what is presented.



## **Guiding Principles**

- 1. Respect other members. Do not stalk, harass or unreasonably disturb them.**
- 2. The information stated in your profile must be truthful and not misleading. Pseudonyms and nicknames are not permitted.**
- 3. Only one membership account is allowed per person. Do not transfer a membership account or use an account that is not in your name.**

**Thank you! These guiding principles help make Casa Expats the special place it is.**