

WEBSITE TERMS OF USE & INTELLECTUAL PROPERTY NOTICE

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These Terms govern access to and use of 63degrees.co and the content, editorial properties, media, products, services and other materials made available by or on behalf of 63 Degrees.

1. About these Terms

These Website Terms of Use and Intellectual Property Notice (the “Terms”) form a legally binding agreement between you and 63 Degrees Limited (“63 Degrees”, “63°”, “we”, “us” or “our”) in relation to your access to and use of 63degrees.co, any subdomains, newsletters, digital publications, applications, social channels and other online services that link to or expressly adopt these Terms (together, the “Platform”).

By accessing or using the Platform, you agree to these Terms. If you do not agree, you should not use the Platform. Additional terms may apply to particular products, events, memberships, subscriptions, competitions, purchases or services. Where additional terms conflict with these Terms, the more specific terms will govern the relevant activity.

Our Privacy Policy, Cookie Policy, Editorial Standards and Medical and Health Disclaimer should be read alongside these Terms. They address different matters and do not replace these Terms.

2. What 63° is

63° is a health, performance and better-living platform. We publish and develop original editorial, educational, cultural and commercial work across health, food, movement, sleep, recovery, longevity, mind, relationships, beauty, life, travel, performance, technology, products, places, experiences and related subjects.

The Platform may include journalism, commentary, research summaries, interviews, newsletters, videos, audio, photography, illustrations, graphics, rankings, recommendations, databases, directories, events, community features, commerce and other formats that evolve over time. References in these Terms to “63° Materials” include original material created, commissioned, acquired or controlled by 63 Degrees across the Platform and our other owned or controlled channels, products and formats, whether first published on the website or elsewhere.

63° Materials may include media and social content, original research, surveys, indices, methodologies, proprietary frameworks, scoring systems, taxonomies, rankings, lists, awards, databases, datasets, directories, newsletters, events, experiences, educational products, physical and digital products, technology, software, applications, interfaces and future formats, together with protectable updates, adaptations, compilations and arrangements of them.

3. Ownership of 63° and our work

The Platform and its original content are owned by, licensed to or used with permission by 63 Degrees. Except for material expressly identified as belonging to a third party, all rights, title and interest in the Platform and our original work are reserved.

Protected material includes, without limitation;

- the 63°, 63 Degrees and related names, logos, marks, devices, visual identity, trade dress, design systems, slogans, distinctive brand elements and brand assets;
- The Performance Brief, 63° Explains, How They Move / Perform, The Edit, Better Living Africa, 63° Tested, 63° 100, Big Idea and other recurring editorial properties and series, including their original expression, distinctive branding, logos, artwork, design systems, protectable compilations, presentation and goodwill, in each case to the extent protectable by law;
- articles, newsletters, essays, interviews, research summaries, scripts, captions, headlines, copy, reports, guides and other written works;
- photographs, video, audio, podcasts, illustrations, animations, artwork, graphics, charts, layouts, templates and social-media assets;

- original compilations, selections, taxonomies, databases, directories, rankings, collections and the protectable selection, coordination and arrangement of material;
- software, code, interfaces, features, workflows and other technology owned by 63 Degrees; and
- all adaptations, translations, updates, editions, archives and other protectable versions of the foregoing.

Copyright and other rights may arise automatically under applicable law. Nothing in these Terms should be read as suggesting that protection depends on registration. Where registration, recordation or other formal protection is available and appropriate, 63 Degrees may pursue it.

To the extent 63 Degrees acquires rights in commissioned or contributed work by assignment, licence, employment, transfer or other lawful means, those rights form part of the 63° Materials to the extent of the rights acquired. No contributor, supplier, sponsor, partner or platform receives ownership of 63° Materials merely by participating in, funding, distributing, hosting or appearing in them.

4. Trade marks and brand use

63°, 63 Degrees and the names and branding of our products, services and editorial properties may function as trade marks, service marks, trade names or other source identifiers. Use of the ™ symbol does not mean that a mark is registered. We will use the ® symbol only where a mark is registered and where such use is legally appropriate.

You may not use, copy, imitate, alter, register, seek to register, incorporate into a domain name, social handle, company name, product name, service name, advertising keyword or metadata, or otherwise exploit any 63 Degrees name, mark, logo, design or confusingly similar identifier without our prior written permission.

Nothing on the Platform grants any licence to use our marks by implication, estoppel or otherwise. Any permitted use must comply with our written brand guidelines and must not suggest sponsorship, endorsement, affiliation or approval where none exists.

We reserve the right to seek trade mark, design, domain-name and other registrations for the 63° brand and selected editorial, product and service identifiers in Nigeria and other territories. The absence of a registration symbol, registration or pending application does not amount to a waiver of any rights available to us under trade mark, passing-off, unfair-competition, copyright or other applicable law.

5. Limited permission to use the Platform

Subject to these Terms, 63 Degrees grants you a limited, revocable, non-exclusive, non-transferable and non-sublicensable permission to access and use the Platform for lawful, informational and non-commercial purposes.

You may:

- read, view and listen to content through the ordinary functionality of the Platform;
- share links to publicly accessible pages on the Platform using ordinary linking or the sharing tools we provide; and
- download or print a reasonable number of pages for your own reference where the Platform expressly permits it.

Except for the limited permissions expressly granted above, you may not copy, reproduce, republish, distribute, display, transmit, syndicate, license, sell, adapt, modify, translate, create derivative works from, commercially exploit or otherwise use any 63° Content, in whole or in part, without our prior written permission.

Nothing in these Terms limits any use of 63° Content that applicable law permits without our authorisation and that cannot lawfully be restricted by agreement. Any such use must comply with the requirements and limitations of applicable law.

Attribution, acknowledgement, citation or linking to 63° does not, by itself, grant permission to use, reproduce or republish 63° Content.

No ownership or other intellectual property rights are transferred or assigned to you. All rights not expressly granted under these Terms are reserved by 63 Degrees and its licensors, as applicable.

6. Uses that require our written permission

Unless applicable law expressly permits the use without our permission, you must obtain prior written permission before using 63° content for any commercial, institutional, publishing, training, promotional, database, syndication or redistribution purpose.

This includes, without limitation;

- republishing or reproducing a full article, newsletter, interview, video, photograph, graphic or other substantial part of our content;
- syndicating, licensing, translating, adapting, serialising or creating commercial derivative products from our content;
- using our content in books, courses, reports, presentations, paid newsletters, commercial websites, apps, media products or client deliverables;
- selling, licensing, renting, monetising or otherwise commercially exploiting our content or access to it;
- systematically copying, archiving, downloading or collecting our content to create or enrich a database, dataset, repository, knowledge base or competing publication; or
- using our branding, editorial property names, artwork, photographs or other assets in advertising, sponsorship, merchandising or promotional material.

All rights of syndication, republication, translation, adaptation, commercial research use, dataset licensing, archive licensing, content licensing and other commercial exploitation are expressly reserved. 63 Degrees may license any of those rights separately on terms agreed in writing.

Requests for licensing, republication, syndication, research use, dataset access, brand use or other commercial permissions should be made through the Rights & Permissions contact identified on the Platform. No permission is granted unless confirmed by an authorised representative of 63 Degrees in writing.

7. Automated access, scraping, data mining and artificial intelligence

Except where we expressly permit it in writing or applicable law gives you a right that cannot lawfully be excluded, you may not use any robot, spider, crawler, scraper, agent, script, browser automation, data-mining tool, retrieval system or other automated or systematic means to access, monitor, extract, copy, download, index, reproduce, cache, store or collect 63° Materials.

Without our prior written permission, 63° Materials may not be used, ingested or supplied for the training, pre-training, fine-tuning, alignment, grounding, retrieval-augmented generation, embedding, vectorisation, synthetic-data generation, benchmarking, evaluation, testing, development, improvement or operation of any machine-learning, generative-AI, foundation-model, large-language-model, recommendation, search, answer-engine or other automated system, dataset, model or commercial AI product, except to the extent such restriction is prohibited by applicable law.

You may not create or maintain a corpus, dataset, embedding store, vector database, knowledge graph, retrieval index, archive or other structured or unstructured collection derived substantially from 63° Materials, or use automated summarisation or extraction at scale to reproduce, substitute for, compete with or avoid ordinary access to the Platform.

Public search engines may crawl publicly accessible pages solely to create conventional searchable indices that direct users to the original 63° pages, subject to our robots.txt instructions, metadata and other technical controls. This permission does not extend to generative answer products, content archives, training datasets or services that reproduce or expose substantial portions of 63° Materials instead of directing users to the Platform.

Machine-readable directives, robots.txt instructions, metadata, authentication measures, rate limits, access controls and other technical signals are additional expressions of our permissions and reservations of rights. Circumventing or ignoring them does not create a licence. We may change or withdraw automated-access permissions at any time.

8. No framing, passing off or false association

You may not frame, mirror, embed or display the Platform or substantial portions of our content within another service in a manner that obscures its source, removes our branding, surrounds it with unauthorised advertising, creates a substitute for the Platform or suggests that 63 Degrees sponsors, endorses or is affiliated with another person or service.

You may not impersonate 63 Degrees, create a misleading 63° account or page, or use our identity in a way that is likely to confuse users as to origin, sponsorship, endorsement or affiliation.

9. Third-party material

The Platform may quote, link to, embed, review, discuss or otherwise refer to material owned by third parties. Third-party names, marks and content remain the property of their respective owners. Their appearance on the Platform does not transfer ownership to 63 Degrees and does not necessarily imply endorsement or affiliation.

Where we use third-party material under licence, permission, an applicable copyright exception or another lawful basis, you receive no additional right to reuse that material merely because it appears on 63°.

10. User submissions and contributions

If you submit text, photographs, video, audio, comments, responses, testimonials, competition entries, ideas or other material to 63 Degrees through a feature that invites submissions ("User Content"), you retain any ownership rights you lawfully hold in that User Content.

By submitting User Content, you grant 63 Degrees and its affiliates a worldwide, non-exclusive, royalty-free, transferable and sublicensable licence to host, store, reproduce, edit, adapt, publish, display, perform, distribute and promote that User Content in connection with the Platform, our editorial activities, our archives and the promotion of 63 Degrees, in any media now known or later developed. This licence lasts for as long as reasonably necessary for those purposes, subject to applicable law and any specific written terms agreed with you.

You represent that you have all rights, permissions and consents necessary to submit the User Content and grant this licence, including permissions relating to identifiable people, privacy, publicity and third-party intellectual property.

Do not submit confidential business information, unpublished creative work, health information or other sensitive material unless we expressly ask for it through an appropriate channel and explain how it will be handled.

11. Interviews, contributors, experts and commissioned work

Publication on the Platform does not by itself determine ownership of commissioned, contributed or collaborative work. Ownership and usage rights for contributors, photographers, illustrators, experts, interviewees, creators, agencies and other partners may be governed by separate written agreements.

Where a separate agreement exists, that agreement prevails over these Terms in relation to the relevant contribution. 63 Degrees may require assignments, licences, releases, moral-rights consents or other permissions appropriate to the nature of the work and the territories in which it will be used.

Before publication or commercial exploitation, 63 Degrees may require written documentation sufficient to establish a clear chain of title or licence for commissioned and contributed material. This may include assignments of copyright, exclusive or non-exclusive licences, waivers or consents concerning moral rights where legally permissible, model and location releases, music and footage clearances, confidentiality obligations and warranties of originality and authority.

12. Editorial independence, sponsorship and commercial relationships

Editorial content and commercial content may coexist on the Platform. Where content is sponsored, paid for, supplied in partnership or materially influenced by a commercial relationship, we aim to identify that relationship clearly in accordance with applicable law and our Editorial Standards.

A commercial relationship does not grant a sponsor or partner ownership of 63° editorial formats, audience data, editorial judgement, branding or underlying intellectual property unless a written agreement expressly provides otherwise.

Unless expressly agreed in writing, no sponsor, advertiser, distributor, platform, venue, collaborator or commercial partner may register, claim, reuse or create derivative branding from any 63° mark, editorial property, format, methodology, dataset, design system or other 63° Material, and no exclusivity is granted by implication.

13. Health, medical and performance information

Content on 63° is provided for general informational, educational and editorial purposes. It is not a substitute for individual medical advice, diagnosis, treatment, emergency care or another regulated professional service.

Health information changes as evidence develops. We aim to distinguish established evidence from emerging research and to identify material limitations where appropriate, but no article or other content can account for every person's medical history, circumstances or risk.

Do not disregard or delay seeking advice from an appropriately qualified healthcare professional because of something you read, watch or hear on 63°. If you believe you may have a medical emergency, seek appropriate emergency assistance.

Our separate Medical and Health Disclaimer forms part of the legal framework governing health-related content and should be read alongside these Terms.

14. Accuracy, availability and editorial changes

We work to publish useful and responsible information, but the Platform may contain errors, omissions, outdated information or material that later requires correction. Research, recommendations, prices, availability, laws, medical guidance, technology and other facts can change.

We may correct, update, remove, archive, restrict, redesign or discontinue content or features at any time. Where appropriate, material editorial corrections may be handled in accordance with our Editorial Standards.

15. Links and third-party services

The Platform may contain links to third-party websites, products, booking services, social networks, research papers or other external resources. We do not control those services and are not responsible for their availability, security, privacy practices, terms, accuracy or content.

A link is provided for convenience or editorial context and does not, by itself, amount to an endorsement.

16. Prohibited conduct

You must not use the Platform to:

- violate any applicable law or the rights of another person;
- infringe copyright, trade marks, privacy, publicity, confidentiality or other proprietary rights;
- introduce malware or other harmful code, interfere with security, probe vulnerabilities or attempt unauthorised access;
- overload, disrupt or impair the Platform or another user's access to it;
- circumvent paywalls, access controls, robot exclusions, rate limits or other technical restrictions;
- harvest personal data or contact information without a lawful basis;
- send spam, fraudulent communications or unauthorised promotions;
- misrepresent the source, authorship, date, context or meaning of 63° content; or
- use the Platform or our content in a way that is defamatory, deceptive, unlawful or materially harmful to 63 Degrees, our users, contributors or partners.

17. Enforcement and protection of our rights

We may investigate suspected misuse of the Platform or infringement of our rights and may preserve evidence, restrict or block access, issue takedown or cease-and-desist notices, contact hosting providers, platforms, registrars, search engines or other intermediaries, pursue contractual remedies, report unlawful conduct to relevant authorities and seek civil, criminal, administrative or other remedies available under applicable law.

Our failure or delay in enforcing a right does not waive that right. The remedies described in these Terms are not exclusive.

We may maintain records, timestamps, source files, publication histories, rights documentation and other evidence relating to authorship, ownership, publication and infringement, and may use such material in enforcement, registration, takedown, platform or legal proceedings.

18. Reporting copyright or intellectual property concerns

If you believe material on the Platform infringes your copyright, trade mark or other intellectual property right, please contact us through the legal or contact channel published on 63degrees.co and provide enough information for us to assess the complaint.

A notice should ordinarily include;

- your name and contact details;
- identification of the right you claim is infringed and, where relevant, evidence of ownership or authority to act;
- the exact URL or sufficient information to locate the material complained of;
- an explanation of the allegedly infringing use;
- a statement that the information supplied is accurate and that you have a good-faith basis for the complaint; and
- your physical or electronic signature or other reasonable verification of authority.

We may request additional information, remove or restrict access to material while a complaint is reviewed, restore material where appropriate, and retain records as required for legal, compliance or evidentiary purposes.

19. Privacy and cookies

Our processing of personal data is governed by our Privacy Policy and applicable data-protection law, including the Nigeria Data Protection Act 2023 where applicable. Our use of cookies and similar technologies is addressed in our Cookie Policy and consent tools.

These Terms are not a substitute for a privacy notice. Where the Platform later offers products or services involving health, biometric or other sensitive personal data, additional product-specific privacy notices and safeguards may apply.

20. Disclaimer of warranties

To the fullest extent permitted by applicable law, the Platform and its content are provided on an “as is” and “as available” basis. 63 Degrees does not warrant that the Platform will always be available, uninterrupted, secure or error-free, or that every item of content will be complete, current or suitable for a particular purpose.

Nothing in these Terms excludes any warranty, right or remedy that cannot lawfully be excluded.

21. Limitation of liability

To the fullest extent permitted by applicable law, 63 Degrees and its directors, officers, employees, affiliates, contributors, contractors and agents will not be liable for indirect, incidental, special, exemplary, punitive or consequential loss arising from or connected with use of, inability to use, or reliance on the Platform, including loss of profit, revenue, opportunity, goodwill or data.

Nothing in these Terms excludes or limits liability where exclusion or limitation is prohibited by law, including liability for fraud or other liability that cannot lawfully be excluded.

22. Indemnity

To the extent permitted by law, you agree to indemnify and hold harmless 63 Degrees and its affiliates, directors, officers, employees and agents from claims, liabilities, damages, losses and reasonable costs arising from your unlawful use of the Platform, your material breach of these Terms, or your infringement of another person's rights.

23. Suspension and termination

We may suspend, restrict or terminate access to all or part of the Platform where we reasonably believe it is necessary to protect the Platform, our rights, our users or third parties; to investigate suspected misuse; to comply with law; or where these Terms have been materially breached.

Provisions concerning intellectual property, restrictions, disclaimers, liability, indemnity, governing law and any other provisions intended by their nature to survive will continue after termination.

24. Changes to these Terms

We may update these Terms as the Platform, our business or applicable law develops. The effective date at the top of the page will identify the current version. Material changes may also be communicated through the Platform or another appropriate channel.

Your continued use of the Platform after revised Terms take effect constitutes acceptance of the revised Terms to the extent permitted by law.

25. Governing law and jurisdiction

These Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of the Federal Republic of Nigeria.

Subject to any mandatory rights or procedures that apply, the courts of competent jurisdiction in Lagos State, Nigeria will have jurisdiction over disputes arising out of or in connection with these Terms or the Platform.

26. General

If any provision of these Terms is held invalid, unlawful or unenforceable, the remaining provisions will continue in effect to the fullest extent permitted by law. 63 Degrees may own intellectual property directly or through an affiliate, holding company, successor or designated intellectual-property owner and may assign, transfer or license rights within its group or as part of a reorganisation, financing, merger, acquisition, sale of business or assets, or other lawful corporate transaction. References to rights of 63 Degrees include rights it is authorised to enforce or administer. You may not assign your rights under these Terms without our prior written consent.

Headings are for convenience only and do not affect interpretation. References to “including” mean “including without limitation”. These Terms do not create a partnership, agency, employment or fiduciary relationship between you and 63 Degrees.

27. Rights & Permissions

63 Degrees welcomes legitimate requests to license, syndicate, republish or otherwise use our work. Permission is considered case by case and may be subject to fees, attribution requirements, territory, duration, media, exclusivity, reporting, audit and other licence terms.

For syndication, republication, translation, commercial research use, dataset licensing, educational use, brand partnerships, archive access or other permissions, contact the Rights & Permissions address published on 63degrees.co. A request, discussion or acknowledgement does not grant rights. Only a written licence or permission issued by an authorised representative of 63 Degrees does so.

Where permission is granted, you must use the material only within the scope of that permission, preserve required attribution and notices, and cease use when the permission expires or is withdrawn in accordance with its terms.

28. Contact

Questions about these Terms, licensing, syndication, permissions, brand use or intellectual property may be submitted through the legal or Rights & Permissions contact details published on 63degrees.co.

Website copyright notice

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