



Terms of Use

Last updated: 19 April, 2017

Please read these Terms of Use ("Terms") carefully. By downloading, accessing, or using the mobile applications, websites, or other products or services of Shoutaway Invest AB and our affiliates ("Shoutaway", "we" or "us"), or the services, features, or functionality jointly offered with other companies through our mobile application or website (collectively, the "Services"), you agree to be bound by these Terms. **These Terms affect your legal rights and obligations, so if you do not agree to these Terms, do not use the Services.**

In the event you use a service, feature, or functionality that is operated by a third party and made available through our Services (including Services we jointly offer with the third party), each party's terms will govern as to the respective party's relationship with you. In these instances, we will take steps to make the third party's terms available to you before you begin to use the service, feature, or functionality.

Shoutaway does not transmit any funds and is not a money-services business. To the extent such functionality is made available in the Services, it is provided by an unaffiliated third party, and like any other third-party service, subject to their terms of use.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND SHOUTAWAY WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Have Fun

Although these Terms form a proper legal contract—and inevitably read like a proper legal contract—the bulk of them are simply designed to ensure our users have fun. These Terms let us provide and continue to improve our Services, while at the same time ensuring that a few mean users don't ruin the fun for everyone else. Your part in that is simple. Just use common sense: Keep on making "shouts" and have fun with your friends, but please do not stalk or disturb other users against their will.

Our Audience

Shoutaway is intended for people who are at least 18 years old. You affirm that you are either at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In addition, you affirm that you have not been previously suspended or removed from the Services and do not have more than one Shoutaway account.

We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion thereof, and block or prevent your future access to and use of the Services or any portion thereof.

Privacy

The Shoutaway Privacy Policy is incorporated into these Terms. By accepting these Terms, you agree to the collection, use, and sharing of your information through the Services in accordance with the [Privacy Policy](#).

User Content

The Services consist of interactive features and areas that allow users to make "shouts" (a time-limited check-in (3 hours) + photo/video (24 hours)) in which they can tag other users and the Services also include pictures from Facebook and or a user's Camera Roll (collectively, "User Content"). You understand that you are responsible for all data charges you incur by using the Services. You also understand that your User Content may be viewable by others and that you have the ability to control who can access such content by adjusting your profile settings.

You agree that you are solely responsible for your User Content and any claims arising therefrom, and that Shoutaway is not responsible or liable for any User Content or claims arising therefrom. While we are not obligated to do so, we reserve the right, and have absolute discretion, to review, screen, and delete User Content at any time and for any reason.

You retain all ownership rights in your User Content. However, by submitting User Content to Shoutaway, you hereby grant us an irrevocable, nonexclusive, worldwide, perpetual, royalty-free, sub licensable, and transferable license to use, reproduce, modify, adapt, edit, publish, create derivative works from, distribute, perform, promote, exhibit, and display such User Content in any and all media or distribution methods, now known or later developed (the "User Content License"), subject to any profile settings you have set to control who can see your User Content.

Shoutaway does not take any responsibility for the discount codes provided by UberEATS or Wolt. If you have any complaints about the codes, you shall contact UberEATS and/or Wolt directly.

Feedback

You agree that any feedback, suggestions, ideas, or other information or materials regarding Shoutaway or the Services that you provide, whether by email or otherwise ("Feedback"), are non-confidential and shall become the sole property of Shoutaway. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledging or compensating you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). We like hearing from users, but please do not share your ideas with us if you expect to be paid or want to continue to own or claim rights in them.

Shoutaway Content

Except as expressly provided in these Terms, Shoutaway does not grant any express or implied rights to use Shoutaway Content. You agree that you will not copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, sell, or participate in any sale of, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, Shoutaway Content, the Services, or any related software, except as expressly stated in these Terms.

You are hereby granted a limited, nonexclusive, non-sublicensable license to access and use the Services and Shoutaway Content. This license is revocable at any time by us. This license is subject to these Terms and does not include:

- The distribution, public performance, or public display of Shoutaway Content;
- Modifying or otherwise making any derivative uses of the Services or Shoutaway Content, or any portion thereof;
- Use of any scraping, data mining, robots, or similar data gathering or extraction methods;
- Downloading (other than page caching) any portion of the Services, Shoutaway Content, or any information contained therein, except as expressly permitted on the Services;
- Accessing the Shoutaway API with an unauthorized or third-party client; and
- Any use of the Services or Shoutaway Content other than for their intended purposes.

Any use of the Services or Shoutaway Content other than as specifically authorized in these Terms, without the prior written permission of Shoutaway, is strictly prohibited and will terminate the license to use Shoutaway granted in these Terms.

Prohibited Activities

In addition to the other restrictions outlined in these Terms, you agree that you will not:

- Use the Services for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms or the terms of any third party that govern a particular Service;
- Use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- Compromise the security of the Services;
- Send any unsolicited or unauthorized advertising, spam, solicitations, or promotional materials;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Services or to extract data;
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content, or code of the Services;
- Use or attempt to use another user's account without authorization;
- Attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access;
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Violate the publicity, privacy, or data-protection rights of others without receiving that individual's consent;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your Shoutaway account, or a friend link without Shoutaway's prior written consent;
- Develop any third-party applications that interact with User Content or the Services without our prior written consent; and
- Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

You further agree to abide by any third-party terms that apply to the Services or when posting reviews of Shoutaway, including the iTunes App Store [Terms of Service](#). Posting Shoutaway accounts in app store reviews is strictly prohibited and may result in us deleting your Shoutaway account.

Account Security

After opening a Shoutaway account through your Facebook account, you accept all responsibility for any activity that occurs while logged into your account. You are responsible for making sure that you keep your password secure and safe. You agree that you will not share your password with others or do anything that might jeopardize the security of your account, including sharing your password with or logging in through unauthorized third-party applications or clients that attempt to access the Shoutaway API. If you use any such application or client, you acknowledge and agree that Shoutaway will bear no responsibility for any actions taken by those applications or clients, such as any breach of or unauthorized use of your account information.

Modifications to the Services

We reserve the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice. You agree that we will not be liable for any modification, suspension, or discontinuance of the Services or any part thereof.

Copyright Policy

Shoutaway respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, we strive to expeditiously remove any infringing material from our site. If Shoutaway becomes aware that one of its users is a repeat copyright infringer, it is our policy to take reasonable steps within our power to terminate the user's account on Shoutaway.

Disclaimer

THE SERVICES AND THE SHOUTAWAY CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE SHOUTAWAY ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE SECURE OR ERROR-FREE OR THAT THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS.

Note to International Users

The Services are hosted in Sweden. If you are a user accessing the Services from the European Union, Asia, USA or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from Swedish laws, please be advised that through your continued use of the Services, which are governed by Swedish law, you are transferring your personal information to Sweden and you consent to that transfer.

Disputes

1) Indemnification

By agreeing to these Terms you agree to indemnify, defend, and hold harmless Shoutaway, our managing members, shareholders, employees, affiliates, licensors, and suppliers (the "Shoutaway Parties") from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to (a) your access to or use of the Services; (b) any User Content you post, upload, use, distribute, store, or otherwise transmit through the Services; (c) your violation of these Terms; (d) your violation of the rights of another, including without limitation, any intellectual property right, publicity, confidentiality, privacy, or propriety right; or (e) your violation of any statutes, codes, ordinances, laws, rules, regulations, including without limitation, all regulatory, administrative, and legislative authorities.

2) Limitation of Liability

Except where prohibited by law, in no event will Shoutaway or the Shoutaway Parties be liable for any indirect, special, punitive, incidental, exemplary, or consequential damages that result from (a) the use of, or inability to use, the Services; (b) the provision of the Services or any materials available therein; or (c) the conduct of other users of the Services, even if Shoutaway has been advised of the possibility of such damages. You assume total responsibility for your use of the Services. Your only remedy against Shoutaway for dissatisfaction with the Services or any content is to stop using the Services. If, notwithstanding these Terms, Shoutaway is found liable to you for any damage or loss that arises out of or is in any way connected with your use of the Services or any content, Shoutaway's liability shall in no event exceed SEK 1.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

3) Arbitration Agreement

PLEASE READ THE FOLLOWING CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH SHOUTAWAY, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You and Shoutaway agree to arbitrate any dispute arising from these Terms or your use of the Services, except that you and Shoutaway are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Shoutaway agree (a) that any arbitration will occur in Stockholm, Sweden; (b) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and (c) that the courts of Sweden have exclusive jurisdiction over any appeals of an arbitration award and over any suit, if any, between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND SHOUTAWAY WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE ACTION OR PROCEEDING.

4) Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with Shoutaway must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

5) Governing Law & Venue

These Terms of Use are governed by and constructed in accordance with the laws of Sweden, without giving effect to any principles of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. For any action at law or in equity relating to the arbitration provision of these Terms of Use, the Excluded Disputes or if you opt out of the agreement to arbitrate, you agree to resolve any dispute you have with Shoutaway exclusively in a court located in Sweden and to submit to the personal jurisdiction of the courts located in Sweden for the purpose of litigating all such disputes.

If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. Shoutaway's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. Shoutaway reserves the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of your transactions with Shoutaway.

Applicable Law

Any dispute between you and Shoutaway will be governed by these Terms and the laws of Sweden, without giving effect to any conflict-of-laws principles that may provide for the application of the law of another jurisdiction.

Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Complete Agreement

These Terms supersede all prior understandings regarding the same and represent the complete agreement between you and Shoutaway. These Terms do not create or confer any third-party beneficiary rights. We may change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending a notification, posting a notice on the Services, or updating the "Last Updated" date above. Your continued use of the Services will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended Terms, you must stop using the Services and delete your Shoutaway account.

Questions and Comments

Shoutaway welcomes comments, questions, concerns, or suggestions. Please send feedback to us by visiting <https://www.shoutaway.com>