



## Terms of Service

*Effective date: May 23, 2018*

*Please note that your use of and access to our Services (defined below) are subject to the following terms; if you do not agree to all of the following, you may not use or access the Services in any manner.*

### 1. Starflow Terms of Use

Welcome to Starflow! We are excited to have you on board. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (collectively, the “Services”). These Terms of Use (the “Terms”) are a binding contract between you and Starflow AB (“Starflow,” “we” and “us”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at [support@starflow.com](mailto:support@starflow.com).

You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy.

### 2. Will these Terms ever change?

We are constantly improving our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your

attention by placing a notice in the Services, and/or by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

### **3. What does it cost to use Starflow?**

Starflow is free to use. However, anything you submit, share, store, or otherwise provide through the Services is your "User Submission.". If you wish to enable a paywall on, i.e. monetize, any of your User Submission or other content that you produce and share publicly on our Services, you will receive money in your wallet when someone purchases it. Those funds will be collected through a third party payment processor, including but not limited to Stripe & PayPal, collectively "Payment Processors". Those Payment Processors usually charge a small fee for conducting the transaction. This fee will affect the amount of funds that will end up in your wallet.

Additionally, when you withdraw the funds from your wallet on our Services to your connected bank account, Starflow will keep a 5% fee "Platform Fee" for providing the Services. We reserve the right to modify (increase or decrease) the Platform Fee percentage at any time, but if we do, we will bring it to your attention by placing a notice in the Services, and/or by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the

Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

## **4. Confidentiality; Feedback**

You acknowledge that, in the course of your relationship with Starflow and in using the Services, you may obtain information relating to the Services and/or Starflow (“Proprietary Information”). Such Proprietary Information shall belong solely to Starflow and includes, but is not limited to, the features and mode of operation of the Services, trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, benchmarks, software documents, and other technical, business, product, marketing and financial information, plans and data. In regard to this Proprietary Information:

- (a) You shall not use (except as expressly authorized by this Agreement) or disclose Proprietary Information without the prior written consent of Starflow unless such Proprietary Information becomes generally publicly available without your breach of this Agreement.
- (b) You agree to take reasonable measures to maintain the Proprietary Information and Services in confidence. You may, at your discretion, provide feedback to Starflow with respect to the Services (“Feedback”). Feedback may include, without limitation, new feature suggestions or errors or difficulties discovered in the Services and the characteristic conditions and symptoms of the errors and difficulties. Starflow shall own all right, title, and interest in the Feedback and you shall and

hereby do make all assignments necessary to accomplish the same.

## **5. What about my privacy?**

Starflow takes the privacy of its users very seriously. To read the current Starflow Privacy Policy, please visit <https://starflow.com/legal/privacy-policy>. If you are providing us with personal data about other EU residents, please see read our EU Addendum to the Privacy Policy here <https://starflow.com/legal/privacy-policy-eu>.

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at [legal@starflow.com](mailto:legal@starflow.com).

## **6. What are the basics of using Starflow?**

You create an account on either <https://app.starflow.com> or by downloading the mobile application “Starflow” on the Apple App Store. You represent and warrant that you are of legal age to form a binding contract (or if not, you’ve received your parent’s or guardian’s permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to

these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity). You will only use the Services in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren’t authorized to use the Services. We can’t and won’t be responsible for your using the Services in a way that breaks the law. You will not share your account or password with anyone, and you must protect the security of your account and your password. You’re responsible for any activity associated with your account.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

1. Infringes or violates the intellectual property rights or any other rights of anyone else (including Starflow);
2. Violates any law or regulation, including, without limitation, any applicable export control laws;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Jeopardizes the security of your Starflow account or anyone else’s (such as allowing someone else to log in to the Services as you);
5. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
6. Violates the security of any computer network, or cracks any passwords or security encryption codes;

7. “Crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
8. Copies or stores any significant portion of the Content;
9. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

## **7. What are my rights in Starflow?**

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Starflow’s) rights.

You understand that Starflow owns the Services and “Starflow” (the “Trademark”) is a registered trademark of Starflow. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services and Trademark.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

## **8. Do I have to grant any licenses to Starflow or to other users?**

Anything you submit, share, store, or otherwise provide, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, audio files, videos or blog posts, through the Services is your “User Submission.” You retain full ownership of your User Submissions (subject to the licenses below and any third party rights therein). Some User Submissions are viewable by other users, for example, anything you publish on your profile page, in a Fan Club or Collection will be viewable by them. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Starflow a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Starflow account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant Starflow the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that

Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users, then you grant Starflow the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services, then you grant Starflow the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Starflow users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with Starflow's business for any purpose, provided that Starflow will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

When you delete your Starflow account, we will stop displaying your User Submissions (other than Limited Audience User Submissions and Public User Submissions, which may remain fully

available to other users), and the User Submissions will be completely deleted from Starflow's records within 30 days.

Finally, you understand and agree that Starflow, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

## **9. Who is responsible for what I see and do on the Services?**

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Starflow. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Starflow is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Starflow has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Starflow will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

## **10. Will Starflow ever change the Services?**

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason, in our sole discretion, and without notice.

## 11. What if I want to stop using Starflow?

You're free to do that at any time, by contacting us at [support@starflow.com](mailto:support@starflow.com); please refer to our Privacy Policy, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Starflow is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. Starflow has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in deletion of any Content associated with your account, so keep that in mind before you decide to terminate your account.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

## 12. What else do I need to know?

### a. Warranty Disclaimer

Neither Starflow nor its licensors or suppliers make any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We will not be responsible or liable for the uptime or reliability of the Services. We

(and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. THE SERVICES AND CONTENT ARE PROVIDED BY Starflow (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**b. Limitation of Liability**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL Starflow (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO Starflow IN CONNECTION WITH THE SERVICES IN THE TWELVE (12)

MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

**c. Indemnification**

To the fullest extent allowed by applicable law, you agree to indemnify and hold Starflow, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

**d. Assignment**

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Starflow's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

**e. Disputes**

Ideally, if you have any concerns or complaint against Starflow, we would like to resolve the issue without resorting to formal court or arbitration proceedings. Therefore, before filing a claim against Starflow, you agree to try to resolve the dispute informally by contacting [support@starflow.com](mailto:support@starflow.com). Starflow will attempt to resolve the dispute informally (and will contact you via email). If a dispute is not resolved within 30 days of submission, you may bring a formal proceeding

**f. Choice of Law; Arbitration**

These terms of use, their subject matter and their formation, are governed by Swedish law. You agree that the court of Sweden will have exclusive jurisdiction in respect of these terms, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms, that is not solved via the dispute mechanisms above, shall be finally settled in Stockholm, Sweden, in English. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND Starflow ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

## **g. Miscellaneous**

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Starflow may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Starflow agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Starflow, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Starflow, and you do not have any authority of any kind to bind Starflow in any respect whatsoever. You and Starflow agree there are no third party beneficiaries intended under these Terms



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