



Terms of Website Use

Please read these terms carefully before using this site

1. Who we are and how to contact us

www.starflow.com (the "Site") is a website operated by Starflow AB ("we", "our", "Starflow"). We are a private limited company registered in Sweden under company number 556991-9375 and have our registered address at Jungfrugatan 4, 114 44, Stockholm. Our main trading address is Jungfrugatan 4, 114 44, Stockholm. Our VAT number is SE556991937501. To contact us, please email hello@starflow.com

2. Our service

Our clients ("Clients") include brands, advertisers, media agencies, influencers and fans. We provide a platform (the "Service") through the Site and the Starflow mobile application on iOS and Android (the "App") to allow content creators ("Influencers") to participate in our Clients' advertising campaigns (each a "Campaign") by posting related content on the Influencers' own website blog or personal social media accounts (including but not limited to on Instagram, Snapchat, Twitter, YouTube, Pinterest, Facebook and LinkedIn) as specifically approved by us. You can apply to become an Influencer here [<https://starflow.com/influencer/signup>]. We also provide a platform (the "Service") through the Starflow mobile application on iOS and Android (the "App") to allow fans (the "Followers") to follow their favorite Influencers in one place by aggregating social media posts from the Influencers.

3. By using our Service you accept these terms

By using our Site and/ or the App, you confirm that you accept these terms of website use and that you agree to comply with them. If you do not agree to these terms, you must not use our Site and/ or the App. We recommend that you print a copy of these terms for future reference.

4. There are other terms that may apply to you

- Our Privacy Policy [<https://starflow.com/legal/privacy-policy>], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Service, the Site and/ or the App, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy [<https://starflow.com/legal/cookie-policy>], which sets out information about the cookies on our Site
- Our Influencer Terms of Use Agreement. [<https://starflow.com/legal/terms-influencers>]

5. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our Service, please check these terms to ensure you understand the terms that apply at that time.

6. We may make changes to our Site and/ or the App

We may update and change our Site and/ or the App from time to time. We will try to give you reasonable notice of any major changes.

7. We may suspend or withdraw our Site and/ or the App

Our Site and the App is made available free of charge.

We do not guarantee that our Site and/ or the App, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site and/ or the App for business and/ or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are responsible for ensuring that all persons who access our Site and/ or the App through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

8. You must keep your account details safe

If you choose to register as an Influencer and you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion, you have failed to comply with any of the provisions of these terms of use or the Influencer Terms of Use Agreement.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at hello@starflow.com

9. How you may use material on our Site and the App

We are the owner or the licensee of all intellectual property rights in our Site and the App, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use.

Subject to your successful registration as an Influencer, you may download the App for your personal use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Site and on the App must always be acknowledged. You must not use any part of the content on our Site or the App for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our Site or the App in breach of these terms of use, your right to use our Site and the App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You agree you will not: (i) modify, adapt, vary, translate, merge, copy, reproduce, imitate, distribute, publish, rent, lease, sub-licence, loan or resell the Site or the App or any content comprised within them including but not limited to all software, code and data ("Service Content"); (ii) reverse engineer, decompile, disassemble or create derivative works based on the Site, the App or any Service Content or allow the App to be combined with or become part of any other program; (iii) provide or otherwise make available the App in whole or in part (including object and source code) in any form to any person without our consent; (iv) interfere with or attempt to interfere with the proper working of the Service or gain unauthorised access to any part of the Site, the App or any Service Content or violate their security.

10. Do not rely on information on this Site

The content on our Site and the App is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site or the App. Although we make reasonable efforts to update the information on our Site and the App, we make no representations, warranties or guarantees, whether

express or implied, that the content on our Site or the App is accurate, complete or up to date.

11. We are not responsible for websites we link to

Where our Site or the App contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

12. User-generated content is not approved by us

Our Site and/ or the App may include information and materials uploaded by other users of the Site, including to bulletin boards, chat rooms or the marketplace. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site and/ or the App do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on hello@starflow.com

13. Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. We provide our Service to you on an “as is” basis and, to the fullest extent permitted by law, we exclude all implied conditions, warranties, representations or other terms that may apply to our Service, the Site, the App or any content on them. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Service, the Site and/ or the App;
- any errors or omissions on the Site and/ or the App; or
- use of or reliance on any content displayed on our Site and/ or the App.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Our aggregate liability in connection with the Site, the App and/ or our Service shall not exceed USD 100 and that amount shall be in lieu of all other remedies which you may have against us, our Clients, our group companies, partners, affiliates, contractors and/ or agents.

14. Uploading content to our Site or the App

Whenever you make use of a feature that allows you to upload content to our Site and/ or the App, or to make contact with other users of our Site and/ or the App, you must comply with the following standards which apply to each part of any contribution as well as to its whole. Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in Sweden and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Site and/ or the App will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but on uploading or posting content to our Site and/ or the App, you grant to us a non-exclusive, irrevocable, worldwide, royalty free licence to use, store and copy that content and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site and/ or the App constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our Site and/ or the App if, in our opinion, your post does not comply with the standards set out in this clause. You are solely responsible for securing and backing up your content.

15. We are not responsible for viruses and you must not introduce them

We do not guarantee that our Site and/ or the App will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Site and the App. You should use your own virus protection software. You must not misuse our Site or the App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not misuse or attempt to gain unauthorised access to our Site, the App, the server on which our Site is stored or any server or any computer or database connected to our Site or the App or any software used in the provision of our Service. You must not attack our Site or the App via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Service, the Site and the App will cease immediately.

16. Rules about linking to our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site in any website that is not owned by you. Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in clause 15 of these terms. If you wish to link to or make any use of content on our Site or the App other than that set out above, please contact hello@starflow.com

17. Prohibited Uses

You may use our Site and the App only for lawful purposes. You may not use our Site or the App:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out in clause 15 of these terms;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

18. Which country's laws apply to any disputes?

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.

