



Terms of Use

Effective date: January 7, 2019

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. By completing the user registration form and creating a user account you agree to be bound by the following Terms of Use.

You furthermore represent and warrant that you are at least 13 years old (in some jurisdictions is the required and applicable minimum age higher for entering into this agreement). If we learn we have collected personal information from a child under 13 or otherwise underaged, 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

To purchase content within Starflow you need to be of legal age for performing such a transaction or get the consent from the person with parental responsibility.

1. Welcome to Starflow!

Welcome to Starflow! Starflow makes it possible for you (the “User”) to search for and subscribe to information and material, including images, films, texts and music (the “Content”) that signed up Creators provide via the Services.

We are excited to have you on board as a User. Please read on to learn the rules and restrictions that govern your use of our technical platform, including but not limited to our website(s), products, services and applications (collectively, the “Services”). By accepting these Terms of Service (the “Terms”) you are, with the limitations set out in the Terms, granted a right to use the Services.. These Terms of Use are a binding contract between you and Starflow AB (“Starflow,” “we” and “us”). You also need to comply with our [Community Guidelines](#).

If you have any questions, comments or concerns regarding these Terms of Use or the Services, please contact us at support@starflow.com.

2. What does it cost to use Starflow?

Starflow is free to use. However, Content subscribed for or purchased within the Services may only be able to access provided that you pay for the Content. Any such transaction is an agreement direct between you as a User and the Creator of the Content. Starflow is not part of such agreement. For the avoidance of doubt, it is solely up to a Creator to decide when, to whom and, if applicable, at what price a User will be able to access Content.

3. How are Intellectual Property Rights handled when using the Services?

All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by a Creator shall remain the sole property of such Creator or its respective legal owner. Starflow shall under no circumstances have any liability for such Content.

Starflow shall hold title to any and all intellectual property rights and technical solutions to the Services or, in the alternative, shall possess a sole right to use the same. Such intellectual property rights and technical solutions may only be used by you in the manner stated in these Terms of Use. Under no circumstances will you or a third party acquire any intellectual property rights to the Services or to the software or technical solutions used in the Services, or to any trade mark or any other business mark belonging to or used by Starflow. 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, create derivative works based on, or otherwise exploit any of the Services or Trademark.

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.

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!

4. Do you have to grant any licenses to Starflow or to other users?

You may submit and publish content on your profile page, in a Community or otherwise within the Services, “Submissions”, that will be viewable by them. In order to display your Submissions on the Services, and to allow other users to enjoy them, you grant us certain rights in those Submissions as set out below.

For all Submissions, you hereby grant Starflow a license to translate, modify (for technical purposes, for example making sure your content is viewable on a cellphone, tablet, tv as well as on a computer) and reproduce and otherwise act with respect to such 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 Submissions is not affected.

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

If you share a Submission only in a manner that only certain specified users can view, a “Limited Audience Submission” (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 Submission for

the sole purpose of making that Limited Audience 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 Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a 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, “Public Submission”, then you grant Starflow the licenses above, as well as a license to display, perform, and distribute your Public Submission for the purpose of making that Public 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 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 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 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 Submissions (other than Limited Audience Submissions and Public Submissions, which may remain fully available to other users), and the User Submissions will be completely deleted from Starflow’s records within 30 days.

You also 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 Submissions to conform and adapt those Submissions to the technical

requirements of connection networks, devices, services, or media and the foregoing licenses include the rights to do so.

5. What are your obligations using the Services?

You may only use the Services in a manner that complies with all applicable laws and regulations and these Terms of Use. You may not use the Services if such use is prohibited or restricted by any law applicable on you.

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.

We ask you to note that your obligation to only use the Services in accordance with intellectual property legislation means that you must analyse and critically assess according to which rights or what licence you have access to the Content before you share or in any other way use it. You must also ensure that the material you publish yourself via the Services, such as by input into a comments field, does not infringe the rights of others.

We reserve the right to, at any time and without prior notice thereof to you, delete your publications if we assess them to be in breach of the Terms of Use or if the in any way is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene or pornographic.

6. What about your privacy?

Starflow takes the privacy of its users very seriously and we safeguard your personal integrity and aim to always protect your personal data in the best way possible. Therefore, you can find complete information on how we handle personal data in our [Starflow Privacy Policy](#) which constitute the basis for our data processing and forms part of these Terms of Use.

7. Who is responsible for what you 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 Starflow is not 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. Please note that all transactions (e.g purchase of content, memberships etc) that you may enter with a Creator is an agreement directly between you as a User and the Creator and does not include Starflow as a contractual party. You should therefore direct all communication and handling of complaints and other matters related to such agreements direct to the relevant Creator.

You are responsible for all Content, if applicable, 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 and account 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 such 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.

8. 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.

9. Will these Terms of Use ever change?

We are constantly improving our Services, so these Terms of Use may need to change along with the Services. We reserve the right to change the Terms of Use 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 of Use, 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 of Use will be effective unless in writing and signed by both you and us.

10. What if you want to stop using Starflow?

You're free to do that at any time, by contacting us at 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 and/or your account, for any reason in our discretion, including your breach of these Terms of Use. Starflow has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms of Use.

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.

11. What else do you need to know?

a. Warranty Disclaimer

THE STARFLOW SERVICES PROVIDED ARE PROVIDED ON AN "AS IS" BASIS, AND STARFLOW AND ITS AFFILIATES AND AGENTS: (A) DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) DO NOT WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICES IS FREE OF VIRUSES (ALTHOUGH STARFLOW WILL USE COMMERCIALY REASONABLE EFFORTS TO AVOID VIRUSES) OR OTHER HARMFUL CONTENTS OR COMPONENTS; (C) SHALL IN NO EVENT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INACCURACY, ERROR

OR OMISSION IN, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY, OR FAILURES, DELAYS OR INTERRUPTIONS OF THE SERVICES.

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 \$100. c.

c. Breach of the Terms of Use

We are confident that you will handle our services in accordance with the Terms of Use. However, should you be in breach of the Terms of Use and this results in us suffering or being exposed to claims, loss, damages, costs or expenses (including reasonable legal costs), you must compensate us for this loss.

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 your 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. Starflow will attempt to resolve the dispute informally (and will contact you via email).

f.Choice of Law; Arbitration

These Terms of Use, their subject matter and their formation, and your use of the Services are governed by Swedish law. You agree that the courts 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 of Use shall be finally settled in Stockholm, Sweden, in English with District Court of Stockholm (*Stockholms Tingsrätt*) as first instance.

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

g. Miscellaneous

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 of Use is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms of Use shall otherwise remain in full force and effect and enforceable. You and Starflow agree that these Terms of Use 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 of Use. You and Starflow agree there are no third party beneficiaries intended under these Terms.



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