

TERMS OF SERVICE

for the use of the mobile application Anywhre

Welcome to Anywhre! We are very happy to see that you are interested in our mobile application and we hope that you will enjoy Anywhre and your fellow users' logs. We advise you to read these terms of service before using the application, as they explain the terms that apply to your use of Anywhre.

Please be advised that you follow other Anywhre users' logs at your own risk!

1 GENERAL

- 1.1 The mobile application Anywhre will log your action-sport activities and enables you to share them to inspire other users. Anywhre is provided by White Elk AB, a Swedish limited liability company registered under number 556837-3715. These terms of service apply to and govern your use of Anywhre, including any services provided by White Elk AB through or in connection with Anywhre. You can read more about us and Anywhre on our website www.anywhre.com.
- 1.2 Anywhre is developed to inspire! Anywhre allow users to log and share action sports activities, such as snow and water sports and mountain biking. Anywhre allows you to log your activities with a GPS and share them with other users.
- 1.3 The information generated from your activities and use of Anywhre is updated continuously when Anywhere and your mobile device is on, even if your device is offline (i.e. not connected to the Internet). However, we recommend you to keep your device online in order to get a full summary of your content in Anywhre and to get the best user experience.
- 1.4 By downloading or using Anywhre, you confirm that you have read, understood and agree to be bound by these Terms and warrant that you have the legal capacity to accept these Terms (e.g. that you are at least 18 years old or otherwise have your legal guardian accepting these Terms on your behalf). If you download or use Anywhre on behalf of a company, you confirm that you are allowed to represent and legally bind the company. You also confirm that all personal data and information that you provide to us is correct and complete. Please note that we have a separate privacy policy which describes how we process personal information.

2 USER ACCOUNT

- 2.1 In order to use Anywhre you have to create a user account (your "**Account**") through Anywhre or the Website. You can create an Account by using your Facebook account or your e-mail address. You have to sign in to your Account in order to enjoy Anywhre.
- 2.2 When you sign in with your Facebook account, Facebook will give us information about you, and Facebook will get access to information regarding your login on Anywhre. You may not login with any other Facebook account than your own, and you may not login with several different accounts. If you have created an Account by using your Facebook account, you will be able to see your Facebook contacts that use Anywhre, and vice versa.

- 2.3 When you are logged in to Anywhre you can access and enter information to your Account. You may also modify an activity after its been uploaded and add comments, directions, pictures, movies and other material to describe your activity.
- 2.4 You may share your Account to other Anywhre users by making your Account public. You can go to your profile settings to adjust with which users you want to share your information, and what information in your Account that is public. You can see other public user's accounts and logs in the Anywhre feed when you are logged in and online.

3 USE OF ANYWHRE

- 3.1 White Elk AB is not liable for unauthorized access to Anywhre due to your negligence (e.g. by not keeping your account or login information secure). If you become aware of any unauthorized access to your Account or Anywhre, you shall inform us as soon as possible.
- 3.2 You are responsible for what you write and publish in/through Anywhre and you confirm that you own and/or have all rights necessary to publish the content. White Elk AB reserves the right to, in our sole discretion, delete or modify any content we find inappropriate, misleading, indecent, abusive, offensive or which infringes a third party's rights, as well as to mark your published activities as dangerous, easy etc. if we find it necessary. We also reserve the right to suspend or terminate your Account if we consider it necessary. For your information, we cooperate with the police and other authorities if you commit a criminal act.
- 3.3 You are not allowed to use technology that may harm Anywhre, or use Anywhre to spread such technologies, e.g. malware, viruses, worms, Trojan horses, spyware, or other potentially harmful software, material or information. You may not copy, decompile or otherwise make changes to or in Anywhre.
- 3.4 You agree to defend, indemnify, and hold us harmless from all liabilities, claims and expenses that are caused by or related to your (i) use or misuse of Anywhre; (ii) violation of these Terms; (iii) gross negligence; or (iv) infringement of any intellectual property or other right of any person or entity.
- 3.5 Please be advised that your use of Anywhre, outside a Wi-Fi area, may require Mobil data to be transmitted, and that extra charges may arise. By using Anywhre, you are accepting responsibility for any such charges, including roaming data charges if you use Anywhre outside of your home territory (i.e. region or country). The terms with your mobile network or internet provider will apply. If you are not the bill payer of the device, please note that we assume that you have the permit of the bill payer to use Anywhre.

4 REPRESENTATION AND WARRANTIES

- 4.1 Anywhre is provided, to the extent allowed under law, "as is" and "as available" without any representations or warranties of any kind, expressed or implied, including but not limited to merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement. We do not warrant that Anywhre will (i) meet your requirements or expectations; (ii) be available on an uninterrupted, secure or error-free basis; or (iii) not cause any latency or processing delays. We do not warrant the accuracy, timeliness, reliability, truthfulness, or completeness of any information obtained through Anywhre and do not take responsibility for content published in or through Anywhre by its users, or content on linked sites in Anywhre. No information, whether oral or written, will create any warranty or representation not expressly made herein.

- 4.2 Your use of Anywhre is at your own risk and account. As we do not have the possibility to try or evaluate the activities published in Anywhre we cannot guarantee that any of the published activities or logs are correct or safe. If you experience that a certain activity or log is dangerous or wrongful in any way, please contact us and we will do our best to take appropriate measures. By using Anywhre, to the extent allowed under law, you waive all rights to claim damages from White Elk AB as a result of your use of Anywhre or our failure to provide Anywhre in a satisfying manner.

5 CHANGES, UPDATES ETC.

- 5.1 We reserve the right to, at any time, update, change, modify, suspend provision of or withdraw Anywhre without incurring any liability whatsoever.
- 5.2 We strive to keep Anywhre available at all times and to meet your expectations. To achieve this, we are entitled to, without prior notice, perform updates and changes as well as removing or add content and features in Anywhre. This might affect your access to Anywhre temporarily, but we always try to fix this as quickly as we can to cause you as little trouble as possible.
- 5.3 All or part of Anywhre, or features within Anywhre may, at any time, be disturbed or affected by factors beyond our control. If you experience such disturbance, please contact us.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 When you download Anywhre, you will free of charge receive a non-exclusive, non-transferable and revocable license to use Anywhre in accordance with these Terms. Any use of Anywhre other than as specifically authorized herein, without the prior written permission of White Elk AB, is strictly prohibited and will automatically terminate the license granted herein.
- 6.2 Any information, software, data or other materials developed or provided by us or our licensors used to provide Anywhre, including all intellectual property rights (such as but not limited to copyright, trademarks, trade names or trade dress) therein, shall remain the sole and exclusive property of White Elk AB or our licensors.
- 6.3 Unless explicitly allowed to do so by prior written permission by us, you agree not to sell, license, rent, sublicense, modify, distribute, copy, reproduce, transmit, publicly display or perform, publish, adapt, edit, disassemble, decompile or create derivative works of Anywhre.
- 6.4 Anywhre may contain content provided by third parties. Such content may be protected by copyright, trademark or another right covered by law. You agree to abide by and maintain all copyright and other legal notices, information, and restrictions contained in any such content accessed through Anywhre.
- 6.5 By using Anywhre you give us an unrestricted right, without limit in time, to use, modify, alter, reproduce, copy, transmit and make derivative works of the activities and logs (e.g. GPS-data) you upload to/register in Anywhre, and the descriptions and written material published in connection or relation to your activities. This mean that you allow us to use such material for any and all purposes we desire, including but not limited to use it for marketing purposes or to assign or transfer the material to a third party.

7 LIMITATION OF LIABILITY

- 7.1 You agree that we and our affiliates will not be liable to you or any third party for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we and our third party application providers have been advised of the possibility of such damages), resulting from (i) the use or inability to use Anywhre; (ii) the cost of getting substitute goods and services resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from Anywhre; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of anyone in connection with the use of Anywhre; or (v) any other matter relating to Anywhre.

8 COMMUNICATION

- 8.1 We may, from time to time, send e-mails and push notifications to you, e.g. newsletters, offers and other “nice to know” information. You can easily turn off push notifications in your device settings or unsubscribe any future mailings by following the instructions given when you receive an e-mail from us.
- 8.2 In order not to miss any important information, make sure to keep your contact information updated at all times. All communication related to Anywhre may be done electronically, for example via e-mail or an interface in Anywhre. We will always inform you by e-mail or through Anywhre of changes of these Terms.

9 CHANGES AND TERMINATION

- 9.1 We may, from time to time, update these Terms. Changes become effective upon your acceptance of the updated Terms.
- 9.2 These Terms apply until terminated. Any license granted to you will immediately cease upon termination.
- 9.3 We reserve the right to, without prior notice and with immediate effect, at any time and without any reason, modify, limit, suspend or terminate your use of Anywhre and/or these Terms.
- 9.4 Notwithstanding anything in the above, Sections 3 and 6 of these Terms will survive termination.

10 GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 These Terms shall be construed in accordance with and governed by the substantive law of Sweden, excluding the applicability of the International Sale of Goods Act and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 10.2 Any dispute, controversy or claim arising out of or in connection with your use of Anywhre or with these Terms, or the breach, termination or invalidity thereof, shall be settled by public Swedish courts, with Göteborg District Court as first instance.
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