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contentfry

TERMS OF SERVICE

These Terms of Service were last modified on May 23, 2018.

1. General

1.1. Scope of application

The <http://contentfry.com> website and services collectively, including all content and functionality available through the <http://www.contentfry.com> domain name, (the „Website" or the "Site") is comprised of various web pages operated by contentfry GmbH ("contentfry"). This Terms of Service (the "Terms of Service") is a legal agreement between contentfry and you that governs your use of the products and services available through the Site (the "Services").

By accessing or using any part of the Site, you agree to be bound by all of this Terms of Service and contentfry's Privacy Policy.

1.2 Service offering

The Services of contentfry are available to Business Clients. For the purpose of these Terms of Service, a "Business Client" is a User (whether an individual, company or partnership vested with legal capacity) who enters into the relevant contract in the conduct of its business or its self-employed professional activity. Standard business conditions and/or general terms and conditions of the User do not apply, regardless of whether or not contentfry has expressly objected to them in a particular case

1.3 Changes to the Terms of Service

Contentfry reserves the right to amend the Terms of Service at any time. You will be notified of the relevant new version in good time before it comes into effect and the new version shall additionally be published on the website. The amended Terms of Service shall be deemed to be approved provided you do not object within one month in writing. An objection shall be deemed to be notice of termination of the Contract and shall automatically result in its dissolution.

2. Description of the Services

Contentfry is a Social Media Aggregation Tool that allows you to gather text, music, data, graphics, photos, video, commentary and other content from Social Media Sources that you select ("Social Media Sources"). You can curate, select, present, manage, distribute and display that content, along with your own content (collectively "Content"), in visualizations across web, mobile and live screen displays.

The use of the Services may differ depending on the hardware and/or software used by the User.

The service description currently in force for contentfry can be viewed at www.contentfry.com.

3. Subscriber conditions and Terms of Use

3.1. Registration

To access the Services you must create an Account on <https://app.contentfry.com> by completing the registration process. To create an Account you must

- Be at least eighteen (18) years old and able to enter into contracts;
- Read, understand, and accept the Terms of Service;
- Provide complete and accurate information and keep all information correct and up to date;
- Keep credentials secret and protect them against use by third parties

By using contentfry, you represent and warrant that you meet all the requirements listed above, and that you won't use contentfry in a way that violates any laws or regulations. Contentfry may refuse service, close accounts of any users, and change eligibility requirements at any time.

Online registration and subscription to a subscription plan constitutes a legally binding offer by you to conclude a contract for the use of contentfry. Upon the acceptance of a subscription by both you and contentfry a contract is concluded (the "Contract").

3.2. Access to contentfry

Contentfry can be accessed via <https://app.contentfry.com>, in each case following the successful authentication of the User. The access tools specified by the User for contentfry (user name and password) are needed for the purpose of authentication.

3.3. Technical Requirements

You are solely responsible for the fulfillment of the Technical Requirements and the implementation of the contentfry API or Embed Code on your platforms; Contentfry does not owe and/or provide you any consultancy services in connection therewith if not otherwise agreed. Contentfry provides support for Users using a paid subscription plan.

3.4. Duties of care and liability of the Customer; indemnification

3.4.1. Access Tools

You are responsible for the careful retention of your access tools. In particular, you must keep your user name and password separate from each other and ensure that both they and any devices that are used are not misused by third parties. If third parties have access to your Account, you must be liable for their actions in the same way that you are for your own actions. If you have reason to believe that an unauthorized third party knows or can access the access tools, you must change your password immediately or notify contentfry of this.

3.4.2. Compliance with Social Media Terms

You are solely responsible for the selection of all information and content collected, accessed, published and used by you using the contentfry Services. Access to and use of Social Media Sources and Content are subject to the terms and conditions of the companies that operate the Social Media Sources and provide Content („Social Media Terms“). You are solely responsible for reviewing and complying with all applicable Social Media Terms prior to

selecting the Social Media Sources and Content for use in connection with the contentfry Services. By viewing, accessing or using the contentfry Services, you represent and warrant that you have read and agree to comply with and to be bound by the Social Media Terms.

Contentfry can and does not control any of the Content and is not responsible or liable for the availability, accuracy, completeness, freshness and legality of the Content. Contentfry reserves the right to monitor Content and remove Content, which Contentfry determines to be harmful, offensive or otherwise in violation of these Terms of Service.

3.4.3. Your Warranties

You undertake, when using the contentfry Services, not to breach any contractual or statutory obligations. You agree not to (a) permit any unauthorized person to access or use the contentfry Services, (b) use the contentfry Services in any illegal or unlawful manner or for any illegal or unlawful purpose, (c) use the contentfry Services in any manner that harms us, the Website or our ability to make the contentfry Services available to other customers, (d) use the contentfry Services in any way that violates the Social Media Terms, (e) use the contentfry Services other than for business and commercial purposes, (f) copy, modify, or create derivative works or improvements of the contentfry Services or Documentation, (g) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the contentfry Services, in whole or in part, (h) use or launch any automated system, including “robots,” “spiders,” or “offline readers,” to access the contentfry services, (i) rent, lease, lend, trade, sell or otherwise make available any part of the contentfry Services to any person, including on or in connection with the internet or any timesharing, service bureau, software as a service, cloud or other technology or service, or (j) access or use the contentfry Services, Content or Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party. You further agree to comply with all applicable international, federal, state and local laws, rules, regulations, directives and governmental requirements (“Laws”) relating to your use of the contentfry Services and all Content.

3.4.4. Loss or damage incurred by contentfry or third parties

You are liable for loss or damage incurred by contentfry or third parties as a result of the published Content using contentfry or as a result of the misuse or the non-contractual or illegal use of contentfry. If, as a result of culpable breaches by you of the above obligations, third parties make claims directly against contentfry, you undertake to fully indemnify contentfry in particular for litigation costs. Contentfry shall inform you immediately if such claims are made.

4. Prices and payment methods

4.1. Prices

The prices and price models (Starter, Basic etc.) which are published on the website www.contentfry.com apply to the use of contentfry.

Contentfry may change the price for the Subscriptions at any time upon observance of statutory regulations and notifying you about the amendment. By continuing to use contentfry after the price change takes effect, you accept the new price.

4.2 Payment methods

You have a choice of the payment methods indicated to you during the payment process. The use of these payment methods offered by third parties are subject to the provisions of the relevant services offered and is not the subject of this Contract.

You will be required to provide contentfry with billing and account information for credit card, debit or other payment systems, such as Bank details, (each a "Payment Source") for which you are authorized to approve charges to allow contentfry to collect payment from you for your purchases. You authorize contentfry to automatically and immediately bill the Payment Source when payments for subscription plans are due. You shall only be allowed to raise an objection to a bill/deduction within thirty days starting from the day the deduction was made. If the objection was not raised, the deduction is deemed accepted by you.

The billing of a subscription plan is made on a pre-paid basis. The payment source will be billed after 10 days of the beginning of the chosen subscription period (free trial period) and at every renewed period of subscription respectively according to the current price list.

Clients from Switzerland may also choose to instead pay by invoice for annual payments. These invoices have to be settled within 30 days after receipt of the invoice.

4.3. Payment default

If a credit card fails to be successfully charged at time of payment, you will be prompted with a warning of account deactivation. If the account still has not been settled after an additional five (5) business days, your Account will be deactivated.

5. Contract Period and Termination of Contract

5.1. Effective Date

The Contract comes into effect as described in Section 3.1.

5.2. Free Trial

Upon initial registration, you are provided with a 10 day cost free trial of the Services. You can cancel your subscription any time during the trial period. If you do cancel your subscription during these 10 days, the trial account will be deleted and you will not be charged anything. Contentfry will notify you by e-mail and within your Account 2 days prior to taking the payment in effect. If you do not cancel your subscription during these 10 days, the payment source will be billed after 10 days of the beginning of the chosen subscription period. During the trial, you may use contentfry only for testing purposes, and the use in any public or live environment is prohibited.

5.3. Contract Period

The contract for the use of the contentfry Services is concluded for an indefinite period. Contentfry will automatically renew at the end of the subscription period, unless you cancel your paid subscription.

You may also switch to another subscription plan during the ordered subscription period. Payments already made for the ordered plan will not be refunded.

5.4. Termination of Contract

You may terminate a Contract through the Website or by contacting an account representative before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period, and your account will be deactivated.

All contractual relationships may be terminated at any time with immediate effect for good cause.

After you have terminated the Contract, contentfry will not provide any access to the Services or stored data in the account.

6. Availability of the Services

6.1. General

Contentfry will make every effort to provide stable and powerful Services in cooperation with service partners and data processing centers but cannot guarantee either an unlimited or a specific availability. Potential service failures due to malfunctions or maintenance works are to be expected and do not constitute a defect of Services.

Contentfry inherits the service level agreements of the APIs from which contentfry consumes content (Twitter, Instagram, Facebook, Youtube etc) and does not guarantee the offering of any of its Social Media Sources. If the contentfry Services are down due to limited access provided through these APIs, contentfry is not responsible for any lag in service, nor are the providers of those APIs. By creating a contentfry Account you acknowledge that the Services are dependent upon APIs that are not controlled by contentfry and that contentfry will not be liable for any costs, expenses, or damages as a result of changes in these APIs.

6.2. Changes to the Services

Contentfry may modify the Services, including adding or subtracting features or functionality, without prior notice. Contentfry will communicate changes to its Services to you. Your continued use of the Services after the changes become effective constitutes your acceptance of the changes. If any modification of the contentfry Services substantially reduces the functionality or features provided to you, your sole remedy will be to terminate the Contract and receive a pro-rated refund of fees paid by you for that Contract based on the number of months remaining in the Contract term compared to the total number of months in the Contract term.

7. Liability of contentfry

7.1. „As if“ Services

Except as expressly described in these Terms of Service, the contentfry Services are provided “as is” and we expressly disclaim any and all warranties, whether express, implied or statutory, including (a) any implied warranties of fitness for a particular purpose, merchantability, workmanlike quality, non-infringement, title, performance, suitability, course of dealing, usage of trade or otherwise, (b) any warranties to any results to be obtained from

the Services, (c) that the Services will be uninterrupted or error free or (iii) with respect to any Content or Social Media Source.

7.2. Liability and Limitation of Liability

Contentfry shall not be liable for ordinary negligence. Contentfry is only liable to Business Clients in the event of gross negligence for predictable damages up to the amount of the respective price of the Services. Liability of contentfry for consequential damage and lost profit is excluded.

Contentfry will not be liable for any failure to perform or any delay in performance under these Terms of Service or any Contract if such failure or delay arises from any act beyond our control, such as natural disasters or other acts of God, wars, fires, riots, strikes, lockouts, labor disputes, accidents, malicious damage caused by a third party to technology deployed or used by us, or the breakdown, failure or malfunction of any telecommunications, computer or other electrical, mechanical or technological service or system.

If the liability of contentfry is excluded or restricted, this also applies to the personal liability of its employees, representatives, and agents.

8. Intellectual Property Rights

8.1. License

Your access to the Services is licensed and not sold. Subject to your compliance with the terms and conditions of these Terms of Service and upon your registration for a contentfry Account, contentfry grants you a revocable, non-exclusive, non-transferable license enabling you to access and make personal use of the Services and the Site.

8.2. Ownership

Contentfry owns and will retain all right, title and interest in and to all intellectual property and other rights to the Services and Documentation and you own and will retain all right, title and interest in and to all Content. You hereby grant contentfry the perpetual, irrevocable, non-transferable, non-exclusive, unrestricted, royalty-free, worldwide right to use, in particular to copy, modify, transmit, store, archive, display and publish the Content for the purpose of providing the Services in accordance with these Terms of Service.

9. Data Protection

Contentfry is firmly committed to protecting your privacy, and the information that contentfry gathers from you. For contentfry's complete policy on privacy, please visit and review contentfry's Privacy Policy at <https://contentfry.com/en/privacy>

10. Applicable law and Jurisdiction

The contractual relationship shall be governed exclusively by Swiss law; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

In the case of foreign-domiciled customers (who have their place of residence or registered office abroad), Zurich (Switzerland) shall be deemed to be the place of enforcement and exclusive jurisdiction for all proceedings.

11. Miscellaneous

11.1. Testimonials

You agree that contentfry may use information of you provided by you (i.e. the name/ trademark) for marketing purposes as reference on the website. You may withdraw such consent by writing an email to support@contentfry.com

11.2. Legally valid form of publication

The contentfry Terms of Service, which are the sole legally binding terms and constitute an integral part of the contract, are published electronically and can be viewed at www.contentfry.com