

Terms of Use

Revised: 3 May 2022

Welcome to trepli

These Terms of Use (or "Terms") govern your use of trepli. When you create an trepli account or use the trepli app och the trepli.com website, you agree to these Basic Terms and General Conditions.

Basic Terms

1. You must be 16 years or older to use this site.
2. You may not post nude, partially nude, or sexually suggestive photos.
3. You are responsible for any activity that occurs under your screen name.
4. You are responsible for keeping your password secure.
5. You must not abuse, harass, threaten, impersonate or intimidate other trepli users.
6. You may not use the trepli service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.
7. You are solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links ("Content") that you submit, post, and display on the trepli service.
8. You must not modify, adapt or hack trepli or modify another website so as to falsely imply that it is associated with trepli.
9. You can't do anything to interfere with or impair the intended operation of the Service. This includes misusing any reporting, dispute or appeals channel, such as by making fraudulent or groundless reports or appeals.
10. You can't attempt to create accounts or access or collect information in unauthorised ways. This includes creating accounts or collecting information in an automated way without our express permission.
11. You can't sell, licence or purchase any account or data obtained from us or our Service.
12. You must not access trepli's private API by any other means other than the trepli application itself.
13. You must not crawl, scrape, or otherwise cache any content from trepli including but not limited to user profiles, videos and photos.
14. You must not create or submit unwanted email or comments to any trepli members ("Spam").

15. You must not use web URLs in your name without prior written consent from trepli.
16. You must not transmit any worms or viruses or any code of a destructive nature.
17. You must not, in the use of trepli, violate any laws in your jurisdiction (including but not limited to copyright laws).
18. Violation of any of these agreements will result in the termination of your trepli account. While trepli prohibits such conduct and content on its site, you understand and agree that trepli cannot be responsible for the Content posted on its service and you nonetheless may be exposed to such materials and that you use the trepli service at your own risk.
19. In addition to the above You agree to follow the General Conditions.

General Conditions

1. Who has rights under this agreement?

- 1.1. This agreement does not give rights to any third parties.
- 1.2. You cannot transfer your rights or obligations under this agreement without our consent.
- 1.3. Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition or sale of assets) or by law.

2. Proprietary Rights in Content on trepli

- 2.1. trepli does NOT claim ANY ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") that you post on or through the trepli Services. By displaying or publishing ("posting") any Content on or through the trepli Services, you hereby grant to trepli a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate such Content, including without limitation distributing part or all of the Site in any media formats through any media channels, except Content not shared publicly ("private") will not be distributed outside the trepli Services.
- 2.2. Some of the trepli Services are supported by advertising revenue and may display advertisements and promotions, and you hereby agree that trepli may place such advertising and promotions on the trepli Services or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
- 2.3. You represent and warrant that: (i) you own the Content posted by you on or through the trepli Services or otherwise have the right to grant the license set forth in this section, (ii) the posting and use of your Content on or through the trepli Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person,

and (iii) the posting of your Content on the Site does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of Content you post on or through the trepli Services.

- 2.4. The trepli Services contain Content of trepli ("trepli Content"). trepli Content is protected by copyright, trademark, patent, trade secret and other laws, and trepli owns and retains all rights in the trepli Content and the trepli Services. trepli hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the trepli Content (excluding any software code) solely for your personal use in connection with viewing the Site and using the trepli Services.
- 2.5. The trepli Services contain Content of Users and other trepli licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the trepli Services.
- 2.6. trepli performs technical functions necessary to offer the trepli Services, including but not limited to transcoding and/or reformatting Content to allow its use throughout the trepli Services.

3. The Data Policy and cookies

- 3.1. Providing our Service requires collecting and using your information. The Data Policy explains how we collect, use and share information. It also explains the many ways in which you can control your information, including in the Instagram privacy and security settings. In our Datapolicy you can read more.
- 3.2. At trepli, we believe in being clear and open about how we collect and use data related to you. In our Cookie Policy you can read more about how we use cookies and similar technologies such as pixels, local storage and mobile ad IDs (collectively referred to in this policy as "cookies") to collect and use data as part of our Services, as defined in our [Datapolicy](#).

4. Availability

- 4.1. Although the Site, app and other trepli Services are normally available, there will be occasions when the Site, app or other trepli Services will be interrupted for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and equipment that are beyond the control of trepli.
- 4.2. We will use reasonable skill and care in providing our Service to you and in keeping a safe, secure and error-free environment, but we cannot guarantee that our Service will always function without disruptions, delays or imperfections. Provided that we have acted with reasonable skill and care, we do not accept responsibility for: losses not caused by our breach of these Terms or otherwise by our acts; losses which are not reasonably foreseeable by you and us at the time of entering into these Terms; any offensive, inappropriate, obscene, unlawful or otherwise objectionable content posted by others that you may encounter on our Service; and events beyond our

reasonable control.

5. Limitation of liability

- 5.1.** trepli shall, except for in the event of its gross negligence or wilful misconduct, in no event be liable for any loss of profit, revenue, business savings or goodwill, loss of data, or your obligation to compensate any third-party or any indirect or consequential damage whatsoever.
- 5.2.** Trepli's aggregate and total liability under the Agreement shall be limited to direct damages and to an amount equal to 25 % of the Fee paid by you during the year when the incident causing the loss occurred.
- 5.3.** You assumes the sole responsibility and liability in relation to any Content and trepli does not assume any responsibility for any Content used, published or uploaded into the Service by you and you agrees to indemnify and hold harmless trepli against any claims for infringement or otherwise in relation to any materials or Content provided by or on behalf of you.

6. Content removal and disabling or terminating your account

- 6.1.** We can remove any content or information that you share on the Service if we believe that it violates these Terms of Use, our policies or we are required to do so by law. We can refuse to provide or stop providing all or part of the Service to you including terminating or disabling your access to Trepli immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms of Use or our policies, if you repeatedly infringe other people's intellectual property rights or where we are required to do so by law. We can also terminate or change the Service, remove or block content or information shared on our Service, or stop providing all or part of the Service if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us. In some cases when we remove content, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms, or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. If you believe that your account has been terminated in error, or you want to disable or permanently delete your account, consult our Help Centre. When you request to delete content or your account, the deletion process will automatically begin no more than 30 days after your request. It may take up to 90 days to delete content after the deletion process begins. While the deletion process for such content is being undertaken, the content is no longer visible to other users, but remains subject to these Terms of Use and our Data Policy. After the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.
- 6.2.** Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:

- 6.2.1. where your content has been used by others in accordance with this licence and they have not deleted it (in which case this licence will continue to apply until that content is deleted); or
- 6.2.2. where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
- 6.2.3. where deletion would restrict our ability to:
- 6.2.4. investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems);
- 6.2.5. protect the safety and security of our products, systems and users;
- 6.2.6. comply with a legal obligation, such as the preservation of evidence; or
- 6.2.7. comply with a request of a judicial or administrative authority, law enforcement or a government agency;
- 6.2.8. in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

6.3. If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but this section and the section below called "Our Agreement and What Happens if We Disagree" will still apply even after your account is terminated, disabled or deleted.

6.4. Consequently, trepli encourages you to maintain your own backup of your Content. In other words, trepli is not a backup service. trepli will not be liable to you for any modification, suspension, or discontinuation of the trepli Services, or the loss of any Content.

6.5. We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames.

6.6. We reserve the right to refuse service to anyone for any reason at any time.

6.7. We reserve the right to force forfeiture of any username that becomes inactive, violates trademark, or may mislead other users.

7. Modify the Service and Updating the terms

7.1. We reserve the right to modify or terminate the trepli service for any reason, without notice at any time.

7.2. We reserve the right to alter these Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, we will notify you via internet mail according to the preference expressed on your account. What constitutes a "material change" will be determined at our sole discretion, in good faith and using common sense and reasonable judgement.

8. Force majeure

8.1. Neither Party shall be responsible to the other for any failure or delay in performing any of its obligations under the Agreement or for other non-performance hereof if such delay or non-performance is caused by pandemic, strike, labour disturbances, fire, flood, riot, act or ordinance of any

governmental or local authority, terrorism, or by any other cause beyond the reasonable control of that Party (a “Force Majeure Event”). The Party who is affected by a Force Majeure Event shall immediately inform the other Party of such event and use reasonable commercial efforts to remove or overcome the hindrance for performance. Should a Force Majeure Event continue for more than [number] months, either Party shall have the right to terminate the Agreement with immediate effect.

- 8.2.** A Force Majeure Event which had occurred prior to the formation of the Agreement shall give a right to termination only if its effect on the performance of the Agreement could not be foreseen at the time of the formation of the Agreement.
- 8.3.** If, as a result of a Force Majeure Event, the performance by either Party of such Party’s obligations under this Agreement is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by the Force Majeure Event.

9. Disputes

- 9.1.** If a claim or dispute arises out of or relates to your use of the Service as a consumer, both you and us agree that you may resolve your individual claim or dispute against us, and we may resolve our claim or dispute against you, in any competent court in the country of your main residence that has jurisdiction over your claim or dispute, and the laws of that country will apply without regard to conflict of law provisions.
- 9.2.** If a claim or dispute arises between us that relates to use of the Service in any other capacity, including, but not limited to, access or use of the Service for a business or commercial purpose, you agree that any such claim or dispute must be resolved in a competent court in Sweden and that Swedish law will apply without regard to conflict of law.

