Terms of Use

These Terms of Use are effective on September 1, 2017. By accessing or using the Seyu website, the Seyu service, or any applications (including mobile applications) made available by Seyu (together, the “Service”), however accessed, you agree to be bound by these terms of use (“Terms of Use”). The Service is owned or controlled by Seyu Solutions Kft. (“Seyu”). These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service. There may be times when we offer a special feature that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special feature control to the extent there is a conflict with these Terms of Use. ARBITRATION NOTICE: EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND SEYU WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Basic Terms

1. You must be at least 13 years old to use the Service.
2. You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Service.
3. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, Seyu prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to Seyu upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
4. You agree that you will not solicit, collect or use the login credentials of other Seyu users.
5. You are responsible for keeping your password secret and secure.
6. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person’s credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
7. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content (defined below), including but not limited to, copyright laws.
8. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, “Content”) that you submit, post or display on or via the Service.
9. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or Seyu.
10. You must not access Seyu’s private API by means other than those permitted by Seyu.
11. You must not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications (a/k/a “spam”) to any Seyu users.
12. You must not use domain names or web URLs in your username without prior written consent from Seyu.
13. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a
destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Seyu page is rendered or displayed in a user's browser or device.

14. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

15. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use or any other Seyu terms.

16. Violation of these Terms of Use may, in Seyu's sole discretion, result in termination of your Seyu account. You understand and agree that Seyu cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for Seyu, we can stop providing all or part of the Service to you.

General Conditions

1. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can deactivate your Seyu account by sending an email to info@seyu.hu email address. If we terminate your access to the Service or you use the form detailed above to deactivate your account, your photos, comments, likes, friendships, and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your photos), but those materials and data may persist and appear within the Service (e.g., if your Content has been reshared by others).

2. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.

3. We reserve the right, in our sole discretion, to change these Terms of Use ("Updated Terms") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.

4. We reserve the right to refuse access to the Service to anyone for any reason at any time.

5. We reserve the right to force forfeiture of any username for any reason.
6. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use.

7. You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that Seyu is not responsible or liable for the conduct of any user. Seyu reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.

8. There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Service. The Service also includes third-party content that we do not control, maintain or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. For example, the Service may include a feature that enables you to share Content from the Service or your Content with a third party, which may be publicly posted on that third party's service or application. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. Seyu does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that Seyu is in no way responsible or liable for any such third-party services or features. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN
YOU AND THE THIRD PARTY. You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an “Application”) and such Application may interact with, connect to or gather and/or pull information from and to your Service profile. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information, you are consenting to information about your profile on the Service being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Seyu has not itself provided such information; and (iii) your use of an Application is at your own option and risk, and you will hold the Seyu Parties (defined below) harmless for activity related to the Application.

9. You agree that you are responsible for all data charges you incur through use of the Service.

10. We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with Seyu’s express consent).

Rights
1. Seyu does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to Seyu a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service, subject to the Service’s Privacy Policy, available, including but not limited to sections 3 (“Sharing of Your Information”), 4 (“How We Store Your Information”), and 5 (“Your Choices About Your Information”). You can choose who can view your Content and activities, including your photos, as described in the Privacy Policy.

2. Some of the Service is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that Seyu may place such advertising and promotions on the Service 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.

3. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.

4. You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

5. The Service contains content owned or licensed by Seyu (“Seyu Content”). Seyu Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Seyu, Seyu owns and retains all rights in the Seyu Content and the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Seyu Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Seyu Content.

6. The Seyu name and logo are trademarks of Seyu, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Seyu. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of Seyu, and may not be copied, imitated or used, in whole or in part, without prior written permission from Seyu.

7. Although it is Seyu’s intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, Seyu reserves the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by
Seyu, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, Seyu encourages you to maintain your own backup of your Content. In other words, Seyu is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. Seyu will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.

8. You agree that Seyu is not responsible for, and does not endorse, Content posted within the Service. Seyu does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content.

9. Between you and Seyu, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with Seyu is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place Seyu in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of Seyu, and Seyu will not be liable for any use or disclosure of any Content you provide.

10. It is Seyu's policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, Seyu does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that Seyu is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

Reporting Copyright and Other IP Violations
1. We respect other people's rights, and expect you to do the same.
2. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

Disclaimer of Warranties
THE SERVICE, INCLUDING, WITHOUT LIMITATION, SEYU CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER SEYU NOR ITS PARENT COMPANY NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE " SEYU PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE SEYU CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO SEYU OR VIA THE SERVICE. IN ADDITION, THE SEYU PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. THE SEYU PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE SEYU PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SEYU PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE SEYU PARTIES SPECIFICALLY DISCLAIM
SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION’S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE. BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE. THE SEYU PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

Limitation of Liability; Waiver

UNDER NO CIRCUMSTANCES WILL THE SEYU PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE SEYU CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE SEYU PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY’S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE’S OPERATION; OR (H) ANY DAMAGE TO ANY USER’S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE SEYU PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE SEYU PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE SEYU PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED EUROS (£100.00). YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF SEYU’S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE SEYU PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE SEYU PARTIES. BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY,
WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." SEYU IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

Indemnification
You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at Seyu’s request), indemnify and hold the Seyu Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Seyu in the defense of any claim. Seyu reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Seyu.

Arbitration
Except if you opt-out or for disputes relating to: (1) your or Seyu’s intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); (2) violations of the API Terms; or (3) violations of provisions 13 or 15 of the Basic Terms, above ("Excluded Disputes"), you agree that all disputes between you and Seyu (whether or not such dispute involves a third party) with regard to your relationship with Seyu, including without limitation disputes related to these Terms of Use, your use of the Service, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the European Union’s rules for arbitration of consumer-related disputes and you and Seyu hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court’s rules. You may bring claims only on your own behalf. Neither you nor Seyu will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person’s account, if Seyu is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Seyu or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use. You may opt out of this agreement to arbitrate. If you do so, neither you nor Seyu can require the other to participate in an arbitration proceeding. To opt out, you must notify Seyu in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out: Tamas Vecsernyes EV – 58, Dozsa Gy. u., Roszke, Hungary
You must include your name and residence address, the email address you use for your Seyu account, and a clear statement that you want to opt out of this arbitration agreement. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Seyu.

**Time Limitation on Claims**
You agree that any claim you may have arising out of or related to your relationship with Seyu must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

**Governing Law & Venue**
These Terms of Use are governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. For any action at law or in equity relating to the arbitration provision of these Terms of Use, the Excluded Disputes or if you opt out of the agreement to arbitrate, you agree to resolve any dispute you have with Seyu exclusively in a state or federal court located in Santa Clara, California, and to submit to the personal jurisdiction of the courts located in Santa Clara County for the purpose of litigating all such disputes. If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. Seyu’s failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. Seyu reserves the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of your transactions with Seyu.

**Entire Agreement**
If you are using the Service on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between you and Seyu and governs your use of the Service, superseding any prior agreements between you and Seyu. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Seyu. Any purported assignment or delegation by you without the appropriate prior written consent of Seyu will be null and void. Seyu may assign these Terms of Use or any rights hereunder without your consent. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms of Use remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.

**Territorial Restrictions**
The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which
would subject Seyu to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that Seyu provides. Software related to or made available by the Service may be subject to European Union export controls. Thus, no software from the Service may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the European has embargoed goods; or (b) to anyone on the EU Treasury Department’s list of Specially Designated Nationals or the EU. Commerce Department’s Table of Deny Orders. By downloading any software related to the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The effective date of these Terms of Use is September 1, 2017. These Terms of Use were written in English (US). To the extent any translated version of these Terms of Use conflicts with the English version, the English version controls.

Community Guidelines

The Short
We want Seyu to continue to be an authentic and safe place for inspiration and expression. Help us foster this community. Post only your own photos and videos and always follow the law. Respect everyone on Seyu, don’t spam people or post nudity.

The Long
Seyu is a reflection of our diverse community of cultures, ages, and beliefs. We’ve spent a lot of time thinking about the different points of view that create a safe and open environment for everyone. We created the Community Guidelines so you can help us foster and protect this amazing community. By using Seyu, you agree to these guidelines and our Terms of Use. We’re committed to these guidelines and we hope you are too. Overstepping these boundaries may result in deleted content, disabled accounts, or other restrictions.

* Share only photos and videos that you’ve taken or have the right to share.*
As always, you own the content you post on Seyu. Remember to post authentic content, and don’t post anything you’ve copied or collected from the Internet that you don’t have the right to post. Learn more about intellectual property rights.

Post photos and videos that are appropriate for a diverse audience.
People like to share photos or videos of their children. For safety reasons, there are times when we may remove images that show nude or partially-nude children. Even when this content is shared with good intentions, it could be used by others in unanticipated ways.

Foster meaningful and genuine interactions.

Follow the law.
We have zero tolerance when it comes to sharing sexual content involving minors or threatening to post intimate images of others.

Respect other members of the Seyu community.
We want to foster a positive, diverse community. We remove content that contains credible threats or hate speech, content that targets private individuals to degrade or shame them, personal information meant to blackmail or harass someone, and repeated unwanted messages.
It’s never OK to encourage violence or attack anyone based on their race, ethnicity, national origin, sex, gender, gender identity, sexual orientation, religious affiliation, disabilities, or diseases. Serious threats of harm to public and personal safety aren’t allowed. This includes specific threats of physical harm as well as threats of theft, vandalism, and other financial harm. We carefully review reports of threats and consider many things when determining whether a threat is credible.

Maintain our supportive environment by not glorifying self-injury.
For more information, check out our Terms of Use.
Thank you for helping us create one of the best communities in the world,
The Seyu Team
Privacy Policy
Effective date: September 1, 2017
Welcome to Seyu ("Seyu," "we," "us" or "our"). Seyu provides a fast, beautiful and fun way for you to share fan photos and motivating messages on sport and other events through our content-sharing platform. Just snap a photo, choose a message to accompany your photo, add comments (if you like) and share!
✓ Our Privacy Policy explains how we collect, use, share and protect information in relation to our mobile services, web site, and any software provided on or in connection with Seyu services (collectively, the "Service"), and your choices about the collection and use of your information.
✓ By using our Service you understand and agree that we are providing a platform for you to post content, including photos, comments and other materials ("User Content"), to the Service and to share User Content publicly. This means that other Users may search for, see, use, or share any of your User Content that you make publicly available through the Service, consistent with the terms and conditions of this Privacy Policy and our Terms of Use.
✓ Our Policy applies to all visitors, users, and others who access the Service ("Users").

1. INFORMATION WE COLLECT
We collect the following types of information.
Information you provide us directly:
✓ Your username, password and e-mail address when you register for a Seyu account.
✓ Profile information that you provide for your user profile (e.g., first and last name, picture, phone number). This information allows us to help you or others be "found" on Seyu.
✓ User Content (e.g., photos, comments, and other materials) that you post to the Service.
✓ Communications between you and Seyu. For example, we may send you Service-related emails (e.g., account verification, changes/updates to features of the Service, technical and security notices). Note that you may not opt out of Service-related e-mails.

Finding your friends on Seyu:
✓ If you choose, you can use our "Find friends" feature to locate other people with Seyu accounts either through (i) your contacts list, (ii) third-party social media sites or (iii) through a search of names and usernames on Seyu.
✓ If you choose to find your friends through (i) your device’s contacts list, then Seyu will access your contacts list to determine whether or not someone associated with your contact is using Seyu.
✓ If you choose to find your friends through a (ii) third-party social media site, then you will be prompted to set up a link to the third-party service and you understand that any information that such service may provide to us will be governed by this Privacy Policy.
✓ If you choose to find your friends (iii) through a search of names or usernames on Seyu then simply type a name to search and we will perform a search on our Service.

Note about "Invite Friends" feature: If you choose to invite someone to the Service through our "Invite friends" feature, you may select a person directly from the contacts list on your device and send a text or email from your personal account. You understand and agree that you are responsible for any charges that apply to communications sent from your device, and because this invitation is coming directly from your personal account, Seyu does not have access to or control this communication.
Analytics information:
✓ We use third-party analytics tools to help us measure traffic and usage trends for the Service. These tools collect information sent by your device or our Service, including the web pages you visit, add-ons, and other information that assists us in improving the Service. We collect and use this analytics information with analytics information from other Users so that it cannot reasonably be used to identify any particular individual User.

Cookies and similar technologies:
✓ When you visit the Service, we may use cookies and similar technologies like pixels, web beacons, and local storage to collect information about how you use Seyu and provide features to you.
✓ We may ask advertisers or other partners to serve ads or services to your devices, which may use cookies or similar technologies placed by us or the third party.
✓ More information is available in our About Cookies section

Log file information:
✓ Log file information is automatically reported by your browser each time you make a request to access (i.e., visit) a web page or app. It can also be provided when the content of the webpage or app is downloaded to your browser or device.
✓ When you use our Service, our servers automatically record certain log file information, including your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information. We may also collect similar information from emails sent to our Users which then help us track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and improvement of the Service.

Device identifiers:
✓ When you use a mobile device like a tablet or phone to access our Service, we may access, collect, monitor, store on your device, and/or remotely store one or more "device identifiers." Device identifiers are small data files or similar data structures stored on or associated with your mobile device, which uniquely identify your mobile device. A device identifier may be data stored in connection with the device hardware, data stored in connection with the device’s operating system or other software, or data sent to the device by Seyu.
✓ A device identifier may deliver information to us or to a third party partner about how you browse and use the Service and may help us or others provide reports or personalized content and ads. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled.

Metadata:
✓ Metadata is usually technical data that is associated with User Content. For example, Metadata can describe how, when and by whom a piece of User Content was collected and how that content is formatted.
✓ Users can add or may have Metadata added to their User Content including a hashtag (e.g., to mark keywords when you post a photo), geotag (e.g., to mark your location to a photo), comments or other data. This makes your User Content more searchable by others and more interactive. If you geotag your photo or tag your photo using other’s APIs then, your latitude and longitude will be stored with the photo and searchable (e.g., through a location or map feature) if your photo is made public by you in accordance with your privacy settings.
2. HOW WE USE YOUR INFORMATION
In addition to some of the specific uses of information we describe in this Privacy Policy, we may use information that we receive to:

- help you efficiently access your information after you sign in
- remember information so you will not have to re-enter it during your visit or the next time you visit the Service;
- provide personalized content and information to you and others, which could include online ads or other forms of marketing
- provide, improve, test, and monitor the effectiveness of our Service
- develop and test new products and features
- monitor metrics such as total number of visitors, traffic, and demographic patterns
- diagnose or fix technology problems
- automatically update the Seyu application on your device

Seyu or other Users may run contests, special offers or other events or activities ("Events") on the Service. If you do not want to participate in an Event, do not use the particular Metadata (i.e. hashtag or geotag) associated with that Event.

3. SHARING OF YOUR INFORMATION
We will not rent or sell your information to third parties outside Seyu (or the group of companies of which Seyu is a part) without your consent, except as noted in this Policy.

Parties with whom we may share your information:

- We may share your information as well as information from tools like cookies, log files, and device identifiers and location data (such as usage data, referring/exit pages and URLs, platform types, number of clicks, etc.), with organizations that help us provide the Service to you ("Service Providers"). Our Service Providers will be given access to your information as is reasonably necessary to provide the Service under reasonable confidentiality terms.

- We may also share certain information such as cookie data with third-party advertising partners. This information would allow third-party ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you.

- We may remove parts of data that can identify you and share anonymized data with other parties. We may also combine your information with other information in a way that it is no longer associated with you and share that aggregated information.

Parties with whom you may choose to share your User Content:

- Any information or content that you voluntarily disclose for posting to the Service, such as User Content, becomes available to the public, as controlled by any applicable privacy settings that you set. To change your privacy settings on the Service, please change your profile setting. Once you have shared User Content or made it public, that User Content may be re-shared by others.

- Subject to your profile and privacy settings, any User Content that you make public is searchable by other Users and subject to use under our Seyu API. The use of the Seyu API is subject to the API Terms of Use which incorporates the terms of this Privacy Policy.

- If you remove information that you posted to the Service, copies may remain viewable in cached and archived pages of the Service, or if other Users or third parties using the Seyu API have copied or saved that information.
What happens in the event of a change of control:

If we sell or otherwise transfer part or the whole of Seyu or our assets to another organization (e.g., in the course of a transaction like a merger, acquisition, bankruptcy, dissolution, liquidation), your information such as name and email address, User Content and any other information collected through the Service may be among the items sold or transferred. You will continue to own your User Content. The buyer or transferee will have to honor the commitments we have made in this Privacy Policy.

Instances where we may be required to share your information:

Seyu will disclose your information where required to do so by law or by judicial process or if we reasonably believe that such action is necessary to:

- comply with the law and the reasonable requests of law enforcement
- enforce our Terms of Use
- protect the security or integrity of our Service
- exercise or protect the rights, property, or personal safety of Seyu, our Users or others

4. HOW WE STORE YOUR INFORMATION

Storage and Processing:

- Your information collected through the Service may be stored and processed in the Hungary or any other country in which Seyu, a company in the same group of companies as Seyu or Service Providers maintain facilities.

- Seyu may transfer information that we collect about you, including personal information across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

- By registering for and using the Service you consent to the transfer of information to the U.S. or to any other country in which Seyu, a company in the same group of companies as Seyu or Service Providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

- We use commercially reasonable safeguards to help keep the information collected through the Service secure and take reasonable steps (such as requesting a unique password) to verify your identity before granting you access to your account. However, Seyu cannot ensure the security of any information you transmit to Seyu or guarantee that information on the Service may not be accessed, disclosed, altered, or destroyed.

- Please do your part to help us. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to emails between you and Seyu, at all times. Your privacy settings may also be affected by changes the social media services you connect to Seyu make to their services. We are not responsible for the functionality, privacy, or security measures of any other organization.
5. YOUR CHOICES ABOUT YOUR INFORMATION

Your account information and profile/privacy settings:
- Update your account at any time by logging in and changing your profile settings.
- Unsubscribe from email communications from us by clicking on the "unsubscribe link" provided in such communications. As noted above, you may not opt out of Service-related communications (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the Service, technical and security notices).

How long we keep your User Content:
- Following termination or deactivation of your account, Seyu may retain information (including your profile information) and User Content for a commercially reasonable time for backup, archival, and/or audit purposes.

6. CHILDREN'S PRIVACY

Seyu does not knowingly collect or solicit any information from anyone under the age of 13 or knowingly allow such persons to register for the Service. The Service and its content are not directed at children under the age of 13. In the event that we learn that we have collected personal information from a child under age 13 without parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us.

7. OTHER WEB SITES AND SERVICES

We are not responsible for the practices employed by any websites or services linked to or from our Service, including the information or content contained within them. Please remember that when you use a link to go from our Service to another website or service, our Privacy Policy does not apply to those third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link on our website, are subject to that third-party's own rules and policies. In addition, you agree that we are not responsible and do not have control over any third-parties that you authorize to access your User Content. If you are using a third-party website or service and you allow them to access your User Content you do so at your own risk.

8. HOW TO CONTACT US ABOUT A DECEASED USER

In the event of the death of an Seyu User, please contact us. We will usually conduct our communication via email; should we require any other information, we will contact you at the email address you have provided in your request.

9. HOW TO CONTACT US

If you have any questions about this Privacy Policy or the Service, please find the appropriate support channel at which to contact us.

10. CHANGES TO OUR PRIVACY POLICY

Seyu may modify or update this Privacy Policy from time to time, so please review it periodically. We may provide you additional forms of notice of modifications or updates as appropriate under the circumstances. Your continued use of Seyu or the Service after any modification to this Privacy Policy will constitute your acceptance of such modification.

Team Seyu