1. GENERAL

These Terms of Use apply to the use of the fashion focused social network VILLOID through which you can browse products and brands, follow other users, create own content and receive promotional offers and similar ("VILLOID Services", "The Services"). The VILLOID Services are currently available through a mobile application and a website. Additional terms may apply for specific parts of the VILLOID Services.

By using the VILLOID Services you agree to these Terms of Use and our Privacy Policy. Please read them carefully.

The VILLOID Services are provided by Villoid AS (company registration no. 916252978), Tordenskioldsgate 6, 0160 Oslo, Norway ("VILLOID"/"we"/"us"). We may engage or otherwise cooperate with affiliates, suppliers, partners and other third parties in connection with the VILLOID Services, and, where applicable, any reference to "VILLOID" shall also be understood as a reference to such third parties.

2. RETAILERS OF THE PRODUCTS

The products displayed on our platforms are promoted by various retailers cooperating with us ("Retailers").

3. OTHER PROMOTIONAL OFFERS

The VILLOID Services may provide various promotional offers in relation to the Retailers' products. Such offers may be subject to specific terms in addition to these Terms of Use.

4. AVAILABILITY AND USE OF THE VILLOID SERVICES

The VILLOID Services are available on our platform, currently consisting of the website www.villoid.com and our mobile application for iPhone. Your use of the VILLOID Services requires that you have hardware, software and an Internet connection fulfilling certain recommended requirements, as may be specified on our platforms. We will aim to make the VILLOID Services available on most browsers and mobile platforms. The VILLOID Services may, however, be unavailable, have limited functionality or lower quality or performance on certain browsers or mobile platforms. Such unavailability, reduced quality or performance will not give you the right to claim any compensation from us.

To fully exploit the VILLOID Services, you may be required to log in through a personal account ("VILLOID Account"). Your VILLOID Account is created by allowing your existing Facebook or other social network account to be connected to the VILLOID Services or by registering with your own contact information.

By connecting an existing social network account to the VILLOID Services, you authorise us to receive certain types of information available through your account, as further detailed in the Privacy Policy (http://www.villoid.com/privacy_policy.pdf). You may also authorize us to post information about you on social media in accordance with your account settings on such social media and in accordance with our Privacy Policy.

You are responsible for providing and maintaining accurate personal information, and for safeguarding your account information. We encourage you to use strong passwords (passwords that use a combination of upper and lower case letters and numbers) to protect the privacy of your Internet accounts. You may not select or use an identity of another person with the intent to impersonate that person. We reserve the right to verify your account information.

Your account is strictly personal and shall not be used by any other person without your supervision. Neither shall you assign your account to any other person. You are in any event solely responsible for the use of the VILLOID Services through your personal user account.
By logging in to the VILLOID Services, you confirm that you are at least 15 years old. As a parent, you are recommended to supervise your child’s activity on the Internet.

You may link to our website in a fair and lawful way which is not damaging to our reputation. You may share information regarding the VILLOID Services through your connections with external sites and apps such as Facebook in accordance with the applicable settings.

5. PRIVACY AND PERSONAL DATA
In connection with the provision of the VILLOID Services, we will collect and process personal data about you and your use of our platform and VILLOID Services. The VILLOID Services’ Privacy Policy as amended from time to time is available at www.villoid.com. By using the VILLOID Services, you acknowledge that we can use your personal data in accordance with our Privacy Policy.

6. COMMUNICATION
The VILLOID Services may send you information such as service announcements and administrative messages, by SMS, email or other means of electronic communication, by posting a notice on our platform, or through any other relevant communication channels.

In connection with the VILLOID Services, you may receive promotional information by SMS, email or other means of electronic communication to the extent permitted by applicable law. In such communication, you will be provided with a means of opting out from receiving promotional information in the future.

7. USER CONTENT AND SUBMISSIONS
The VILLOID Services may allow you to submit, post or display content, such as information, data, text, photographs, graphics, advertisements, messages or other materials (“User Content”) to our platform. You are solely responsible for such content. We act as a mere conduit and have no obligation to screen or monitor User Content. However, we may review and remove any User Content that, in its sole judgment, violates the Terms of Use, applicable laws, or generally accepted practices or guidelines in the relevant jurisdiction.

Our platform may contain content that is not ours, including User Content from others. Such content is the sole responsibility of the person or entity that made the content available.

Prohibited User Content under the Terms of Use includes, without limitation, content which:

- is offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred, harassment or physical harm of any kind against any group or individual;
- involves the transmission of “junk mail”, “chain letters” or unsolicited mass mailing, "spamming" or "phishing";
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work;
- contains restricted or password only access pages or hidden pages or images;
- displays or links to pornographic, sexually explicit or any other indecent material;
- solicits passwords or personal data from other users; or
8. INTELLECTUAL PROPERTY RIGHTS

All rights, title to and interest in the VILLOID Services (excluding User Content) are and will remain the exclusive property of VILLOID or VILLOID’s licensors.

Except for the limited, personal, non-exclusive, non-transferrable and revocable license granted to you for the sole purpose of your non-commercial use of the VILLOID Services in compliance with the Terms of Use, you are not granted any ownership of or license to any intellectual property rights in the VILLOID Services or in the content that you access through our platform.

The trademarks, logos, domain names and any other similar signs or symbols which are displayed on our platform or as part of the VILLOID Services are registered and unregistered marks of VILLOID or VILLOID’s licensors. Nothing in the Terms of Use grants you the right to use any such marks.

All rights, title to and interest in User Content submitted by you will remain the exclusive property of you or your licensors. By submitting User Content, you grant VILLOID a non-exclusive, royalty-free, perpetual, transferrable, sub-licensable, irrevocable and worldwide license to use, reproduce, store, modify, distribute, publish and create derivative works of such User Content for purposes related to the VILLOID Services. You represent and warrant that you own any user content submitted by you or that you otherwise are entitled to submit such User Content and to grant such license.

9. PROMOTED PRODUCTS

On our platform, Retailers may display products available for purchase in the Retailers' online or physical shops. VILLOID acts as an intermediary making it possible for you to purchase items from the Retailers. If you want to purchase a product, there are two ways to do so on our platform; 1) clicking a link which opens the Retailer's store where the purchase is being made, or 2) pay through VILLOID's integrated Klarna solution.

1. Buying a product from a Retailer

When you click into a product on The Services you will sometimes be taken to the Retailer’s own online store where you may choose to purchase items from that Retailer.

We sincerely hope that you are happy with any product that you purchase from the Retailer’s store. Please; however, be informed that the Retailers, not we, provide the payment solution, Retailer cookies policies, purchasing terms and other terms made available on their site. The retailers are also responsible for the products and the delivery of these. If you have any complaints, want to return or exchange products, or have any other inquiries relating to the products, you must bring such inquiries directly to the Retailer.

Although we constantly endeavor to update the content on our platforms, we do not warrant that the displayed products are available for purchase. Neither do we warrant that the displayed product information, including price information presented on the Services, is correct.

2. Buying a product using VILLOID’s integrated checkout system

Sometimes you will be given the option to purchase a Product through Klarna’s integrated checkout solution on VILLOID. You will then need to provide your payment and shipping information to Klarna and Klarna will process payment. No credit card information will be shared with the Retailers, however any information regarding products ordered, which address to deliver the items to, and other necessary information to process your ordered will be shared so that the order can be placed with the Retailer.
You will also need to review and accept Klarna's terms and conditions (http://cdn.klarna.com/1.0/shared/content/legal/terms/Klarna/en_gb/checkout).

Your payment will not be charged or processed until the Retailer has confirmed your order. If for any reason the Retailer is unable to confirm, your order will be released and no funds will be taken regardless of which payment method you chose.

As an intermediary, VILLOID carries no responsibilities with regards to the products or the fulfillment of the order. Should there be any issues around your order you should contact the Retailer who the item(s) were purchased from directly in respect of delivery, refunds or other requests or claims.

10. CHANGES
We are constantly changing and improving the VILLOID Services. We may add or remove functionalities, features and content, and we may suspend or stop parts of the VILLOID Services at our own discretion.

We will publish any amended Terms on the Website. Material changes will be notified more prominently. The amendments will enter into force when published on the Website or otherwise be communicated to you in an appropriate manner. Your continued use of the Service after such publication or notification is considered as an acceptance of the amended Terms. We encourage you to check the Website regularly. If you not agree to the amendments, you should discontinue your use of the Service.

11. SUPPORT
You are welcome to contact us with any questions about the Platform and the VILLOID Services at hello@villoid.com.

12. WARRANTIES AND DISCLAIMERS
VILLOID warrants that it will perform in a professional manner in accordance with prevailing industry standards and make reasonable efforts to keep the VILLOID Services operational. However, we will from time to time have to carry out updates and maintenance of our platform due to technical, security or operational reasons, during which time the VILLOID Services might be unavailable. We will make reasonable efforts to arrange updates and maintenance outside of peak usage hours.

The VILLOID Services are provided "as is". You acknowledge that the VILLOID Services are not error-free. We makes no warranties, expressed or implied, with respect to the availability, merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, performance and quality of the VILLOID Services.

We may post links to third party websites. These links are not posted as an endorsement of the contents of such third party websites. We exclude any responsibility for the content of linked third party websites. You should carefully review the terms of use and privacy statements of all websites that you visit.

13. LIABILITY
To the extent permitted by applicable law, we exclude liability for any direct, indirect or consequential damages or loss, including, without limitation, loss of data or loss of access to the VILLOID Services.

14. INDEMNITY
You agree to indemnify, defend and hold harmless VILLOID from all claims, liabilities and expenses, (including reasonable attorney’s fees) which arise from your misuse of the VILLOID Services in breach of the Terms of Use or applicable laws.
VILLOID reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall cooperate in good faith with VILLOID in asserting any available defense.

15. **FORCE MAJEURE**
Force majeure means any circumstances beyond the reasonable control of either party, including, without limitation, fire, explosion, strikes or other labor disputes, riots or civil disturbances, voluntary or involuntary compliance with any law, order, regulation, recommendation or request of any governmental authority, and errors or downtime in networks, power supply, gateway or similar failures of communication. Neither party will have any liability, other than for the payment of outstanding claims, for their failure to perform any of their contractual obligations arising out of or in connection with events of force majeure.

16. **TERMINATION**
You may stop using the VILLOID Services anytime by cancelling your VILLIOD Account through sending an e-mail to hello@villoid.com, then removing any software provided by The VILLOID Services installed on your devices.

We may stop or limit the VILLOID Services at our sole discretion. If you act in breach of the Terms of Use or applicable laws, your VILLOID Account may be deactivated without notice and without any refunds.

17. **GOVERNING LAW AND DISPUTE RESOLUTION**
The Terms of Use shall be governed by and interpreted in accordance with Norwegian law. Any dispute, controversy or claim arising out of or in connection with the Terms of Use shall be subject to the jurisdiction of the Norwegian courts with the district court of Asker & Bærum, Norway as the legal venue.

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The Terms of Use were last updated 24.02.2016.