

Shoutcube Terms of Service

Effective since: February, 2015

We know that legal documents are long and dull so we will try to make this as painless and straightforward as possible.

This is a contract (“Terms”) between you and Shoutcube Ltd. (“Shoutcube,” “we,” “team,” or “us”) a limited company registered in England and Wales under company number 9165162 and Registered Office (RO) 145-157 St John Street, London, EC1V 4PW, UK, contact support@shoutcube.com applicable when you use our sites, services, web applications, mobile applications, products, and any content provided by Shoutcube, globally, in existence now or in the future (“Service,” “Services,” “Shoutcube Services”).

These terms are a binding agreement

Even if you normally run quickly through the “Terms,” it’s a good idea to read this agreement carefully before you use our Services.

We strongly highlight to you that by using our Services, you agree to be bound by everything in the Terms and Privacy Policy. If you don't agree to the Terms and Privacy Policy, please do NOT use our Services.

1. Shoutcube Service & Access

You may use our Services only if you can form a binding contract with Shoutcube and are not a person barred from receiving services under the laws of the United Kingdom or other applicable jurisdiction, and only in compliance with these Terms and all applicable laws. **Any use or access by anyone under the age of 13 is absolutely prohibited.**

If you open an account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

You agree not to: (a) take any action that imposes an unreasonable load on the Service's infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any activity being conducted in the Service, (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Service, (d) delete or alter any material posted in the Service by Shoutcube or

any other person or entity, or (e) frame or link to any of the materials or information available on the Service other than via the official page (<http://www.shoutcube.com>) (f) your use of the Service as permitted is solely for your personal use, and you are not permitted to resell or charge others for use of or access to the Service, or in any other manner inconsistent with these Terms of Service; (g) you will not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium without Shoutcube's prior written authorization.

2. Your rights

You own the rights to the content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

3. Your content

Shoutcube allows you to post content, including photos, comments, links, and other materials. Anything that you post or otherwise make available on our Service is referred to as "Content." You retain all rights in, and are solely responsible for, the Content you post, knowing that by posting on Shoutcube, you agree to allow others to view your content.

Your content remains on our servers for 48hours, after this period it is permanently deleted and cannot be retrieved. You are free to delete your content at any time, though there may be a delay in removing it from public view due to operational requirements. If you delete your account or content, it may be permanently unrecoverable.

All Content, whether publicly posted or privately transmitted, is **the sole responsibility of the person who originated such Content.** We may not monitor, pre-screen or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. **You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive.** Under no circumstances will Shoutcube be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

We reserve the right to remove content without prior notice, if a guest is determined to be a repeat infringer, or for any or no reason, including being annoying. We also reserve the right to decide whether content is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to excessive length, limited interest, repeated reports, insulting or offensive material.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

4. Your feedback

We want your feedback and we love hearing from you, as we are always interested in learning about ways we can make Shoutcube even more awesome.

If you choose to submit your feedback including comments, ideas or any suggestion, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, Shoutcube does not waive any rights to use similar or related feedback previously known to us, or developed by any of our employees, or obtained from sources other than you. You can email us at:

feedback@shoutcube.com

5. Your License

Shoutcube gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Shoutcube as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms.

6. Intellectual Property Rights

Our Services contain material, including but not limited to software, text, graphics and images (collectively referred to as the "Design"). We may own the Design or portions of the Design may be made available to us through arrangements that we have with third-parties. Unauthorized use of the Design may result in violation of copyright, trademark, and other laws. You have no rights in or to the Design, and you will not use, copy or display the Design except as permitted under these Terms. No other use is permitted without our prior written consent. You must retain all copyright and other proprietary notices contained in the original Design on any copy you make of the Design. You may not sell, transfer, assign, license, sublicense, or modify the Design or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Design in any way for any public or commercial purpose. The use or posting of any of the Design on any other website or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of these Terms, your right to access and/or use the Design and our Services may

automatically terminate and you must immediately destroy any copies you have made of the Design.

The trademarks, service marks, and logos of Shoutcube ("Shoutcube Trademarks") used and displayed on our Services are registered and unregistered trademarks or service marks of Shoutcube. Nothing in our Services or in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Shoutcube Trademarks displayed in our Services without the prior written consent of Shoutcube specific for each such use. All goodwill generated from the use of any Shoutcube Trademark shall inure to Shoutcube's benefit.

Certain elements of the Service may be protected by trade dress, trademark, unfair competition, and other local laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors. None of the Design for the Service may be retransmitted without the express written consent from Shoutcube for each and every instance.

The Digital Millennium Copyright Act of 1998 [GP1] (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law [<http://www.copyright.gov/legislation/dmca.pdf>]. If you believe in good faith that materials posted in Shoutcube infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. Notices and counter-notices must meet the then

current statutory requirements imposed by the DMCA (see [http://www.loc.gov/copyright] for details).

Notices and counter notices with respect to the Site should be sent to Shoutube at:

By Mail:

145-157 St John Street

London, EC1V 4PW

United Kingdom

By Email: support@shoutcube.com

7. We may modify these Terms at any time

We can change these Terms at any time. If the changes are material, we'll let you know by email or posting a notice on the site before the changes go into effect. The notice will designate a reasonable amount of time (the "Notice Period") after which the new terms will go into effect for all guests. If you don't agree to the new terms, please delete your account within the Notice Period. If you do not delete your account within the Notice Period, your content and use of the site will be subject to the new terms going forward.

8. We may modify our Services at any time

We do our best to provide you a reliable and evolving service, but we may change, terminate, or restrict access to any aspect of the service, at any time, without notice.

9. Privacy

When you use our Services, you consent to the collection and use of information as detailed in our [Privacy Policy](#). If you're outside the United Kingdom, you consent to the transfer, storage, and processing of your information—including but not limited to the content you posted or transferred to the site and any personal information—to and within the United Kingdom and other countries.

10. No children please

Shoutcube is intended for people who are at least 13 years old. If you're under 13, we're sorry, but you're not allowed here. If we learn that a person under 13 is using our Services we will terminate the account immediately. Please, keep in mind that in some countries and jurisdictions you must be over 18.

You affirm that you are either at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and

comply with these Terms. In addition, you affirm that you have not been previously suspended or removed from the Services and do not have more than one accounts.

Quick reminder: we may, in our sole discretion, refuse to offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion thereof, and block or prevent your future access to and use of the Services or any portion thereof.

11. Security

We care about the security of our guests. While we work to protect the security of your content and account, Shoutcube cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

12. Third-party Links, Sites, and Services

Our Services, Applications and Products may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Shoutcube. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from or through our Services, you do so at your own risk and you agree that Shoutcube will have no

liability arising from your use of or access to any third-party website, service, or content.

13. Our rules

Common sense is not that common (unfortunately) and even though we are not fans of rules, we have to set out a few just to make sure that we are all on the same page here. Even though we call them 'rules' they are actually basic manners of politeness and social behaviour. Because Shoutcube is an open place and a platform to connect the world we want all different ideas, opinions, voices and experiences to be shared and heard. We want you to shout it all out! And we will listen to you if you make sure that you follow a few ground rules based solely on common sense.

A complete list of our rules can be found [here](#). Failure to comply with them may result in us taking action such as removing content, or suspending or deleting your account.

14. Warranty Disclaimer [necessary Caps alert #1]

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis for your information and personal use only. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE SHOUTCUBE ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Shoutcube reserves all rights not expressly granted in and to the Service. You agree to not engage in the use, copying, or distribution of any of the Service other than expressly permitted herein, including any use, copying, or distribution of posts of third parties obtained through the Service for any commercial purposes

YOU AGREE THAT YOUR USE OF OUR SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SHOUTCUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, MODERATORS, ADMINS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. SHOUTCUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SERVICE'S CONTENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (IV) ANY BUGS, VIRUSES,

TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SHOUTCUBE SERVICE. SHOUTCUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR SERVICE OR ANY HYPERLINKED OR NOT WEBSITE OR FEATURED IN ANY GUEST POST OR OTHER ADVERTISING, AND SHOUTCUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. AND AGAIN, USE OUR SERVICES TO HAVE FUN AND UNWIND.

15. Limitation of Liability [necessary Caps alert #2]

IN NO EVENT SHALL SHOUTCUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, MODERATORS, ADMINS OR

AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA OUR SERVICES OR PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OF SERVICE OR PRIVACY POLICY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT SHOUTCUBE SHALL NOT BE LIABLE FOR GUEST SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by Shoutcube from its facilities in the United Kingdom and Europe. Shoutcube makes no representations that our Services are appropriate or available for use in other locations. Those who access or use our Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

16. Indemnity

You agree to defend, indemnify and hold harmless Shoutcube, its parent and daughter corporations if any, all officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Shoutcube Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your Status Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Shoutcube Service.

17. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Shoutcube without restriction.

18. General Terms

A. Waiver and Severability

The failure of Shoutcube to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the United Kingdom without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the courts located in the United Kingdom, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

You agree that for any dispute you have with Shoutcube, you must first contact us and attempt to resolve the dispute with us informally. If Shoutcube has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute or controversy that arises in whole or in part from the Shoutcube Service shall be decided exclusively by a competent jurisdiction of the English courts.

If any provision of these Terms of Service together with the Privacy Policy and any other legal notices published by Shoutcube is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Shoutcube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. We reserve the right to amend or modify these Terms of Service at any time, and it is your responsibility to review these Terms of Service for any changes. If you do not agree to the revised Terms, your only recourse is to discontinue the use of our Services. Your continued use of our Services following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms.

YOU AND SHOUTCUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO PART OR WHOLE OF OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

The End.

PS. Look at you little champion, you made it till the end! Bravo! :)