

Terms of service

These terms of service (the "Terms") apply to your use of the Speaser application, www.speaser.com, our other applications and tools, and any related services (collectively the "Services") provided by Speaser AB, Reg. No 556857-7216, a company duly incorporated and organized under the laws of Sweden. By accessing and/or using our Services, you confirm that you have read and agree to be bound by the Terms.

If you are under 18 years old, you are not allowed to use any of our Services.

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1. Services

Speaser's website and mobile applications are services for sport- and betting interested people.

The application allows you to compete with other users in different sports and to participate in competitions.

Speaser grants to you, provided that your use is in accordance with these Terms, a non-exclusive, non-transferable, non-sublicensable, and limited right to access and use our Services for your own private purposes only.

2. Content

When you use or interact with our Services and the other users of the Services you may choose to send, upload, communicate, transmit, or otherwise make available content, such as pictures, video, text, sound, information or any other content (jointly "Content"), to us and/or other users of the Services. However, you agree that the Content you send, upload, communicate, transmit or otherwise make available:

- is true and does not constitute Content that is false or misleading;
- does not constitute any information likely to be deemed threatening, disparaging, defamatory, pornographic, racially or ethnically offensive, discriminatory, insulting, slanderous or otherwise illegal or inappropriate;
- does not constitute an infringement of the intellectual property rights (including copyright), publicity or privacy rights of any third party or otherwise violate such third party's rights;
- does not constitute information that you are not legally entitled to distribute (such as insider information or confidential information);
- does not contain any unsolicited or unauthorised advertising, promotional material, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation; and
- does not contain software virus or any other technology that may harm the Services, or the interests or property of our Services or the other users of the Services.

Speaser appreciates the opportunity to be notified of any objectionable or unauthorized use of Content, and users, rights holders and licensees are invited to inform Speaser of any potential violations by sending an email to us at support@speaser.com.

Speaser hereby reserves the right in its absolute discretion to remove any Content from the Services, but is not required to do so. Speaser does not review Content and is therefore not responsible for any third-party content or Content provided by you or information contained therein, made available or otherwise used in connection with the Services, and is not responsible for the deletion or loss of any Content.

In the event the Content you send, upload, communicate, transmit or otherwise make available gives rise to any intellectual or industrial property right (such as copyright), you thereby grant to Speaser an unlimited, non-exclusive, irrevocable, worldwide, perpetual, royalty-free, fully sublicensable and fully transferable right to use, copy, reproduce, change, modify, translate, transfer, make publicly available and/or perform such Content in relation to our Services. To the fullest extent permitted under applicable law, you waive your moral right to and/or in the Content.

You acknowledge and agree that we may share Content with our partners and/or with companies that we cooperate with. We will only share Content for the following purposes: to improve the Services, to improve your user experience and to provide added value to your use of our Services.

3. User conduct

You may only use the Services if:

- you are eighteen (18) years of age or above;
- you agree to use the Services solely for your own private purposes only and not for any commercial use, such as marketing or sale of goods or services;
- you agree that you will only send, upload, communicate, transmit or otherwise make available Content that you own or otherwise are permitted to make available in the Services;
- you agree that you will not use another person or entity's name or e-mail address when you use our Services;
- you agree not to "harvest", "scrape" or collect any personal data (such as user name and email address) regarding other users of our Services without their explicit consent;
- you agree not to decompile, disassemble or reverse engineer the Services or circumvent, deactivate or otherwise interfere with any technological measure or security-related feature of the Services; and
- you agree not to remove or amend any copyright or other proprietary notices.

If you create a user account, you agree that you will only create one account per platform, provide your full name and a valid email address through which we will be able to contact you as well as any other step required in order to sign up for an account; you agree to keep your login details to your user account secure, which includes but is not limited to not disclosing your login details to anyone else or allowing someone else to use your login details or account; and you accept full responsibility for the activities carried out by the use of your account.

4. Third-party content

In the Services we display and provide links to companies that we cooperate with ("third-party Content"). This third-party Content may be part of, or accessible through, the Services. We are however not responsible for accuracy or opinions expressed in such third-party content, and any such third-party websites are not investigated, monitored or checked for accuracy or completeness by us. We are not responsible, and assume no liability, for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of such third-party content. You understand that the information and opinions in the third-party content represent solely the thoughts of the author and is not endorsed by us, nor does it necessarily reflect our beliefs. You therefore release Speaser from any actions, demands, suits or other claims resulting from or arising out of or in connection with such third-party content.

These Terms only give you a limited, non-exclusive, and revocable license to use the Site and the Application to the extent necessary to access the Services. Under no circumstance shall these Terms be interpreted in a manner which gives you a license to copy, modify, reproduce, publicly perform, or engage in any conduct (other than use) which, without a license, would constitute infringement upon the intellectual property rights of a third party.

5. Privacy

When you sign up for an account you provide personal details to us that consist of personal data under applicable data protection legislation. Speaser is acting as the party responsible for processing your personal data, namely as personal data collector. In order for you to be able to use any of our Services, we must process some of your personal data and by accepting these Terms you agree to the processing and use of your personal data in accordance with those Terms and our Privacy Policy, which is added to those Terms as appendix 1.

In addition, by using any of our Services you also agree that our Services are allowed to interact with any third-party (such as other social network sites), you also give us permission to use information about you which such third-party shares with us. You are advised to review third-party terms and conditions carefully in order to be able to assess what information and personal data they might share with us.

6. Cookies

When you visit or interact with our Services, Speaser or our authorized services providers use cookies to store certain types of information for each time you visit or interact with our Services. By accepting these Terms you agree to Speaser using cookies in accordance with our Privacy Policy, which is added to those Terms as appendix 1.

7. Termination and cancellation

You may terminate your account and use of the Services at any time. You agree that Speaser may terminate your account and use of the Services if you breach these Terms. We may cancel unconfirmed accounts and we will cancel accounts that have been inactive for more than twentyfour (24) months.

You hereby acknowledge that if either we or you terminate or cancel your account, all your Content will be deleted.

8. Liability and indemnity

Under no circumstances shall Speaser's aggregate liability in connection with the Services or otherwise under these Terms exceed an amount SEK 100 (or the equivalent amount in your local currency). Speaser, including its partners, affiliates, contractors, officers, directors, employees, and agents, shall not be liable for any loss of profit, loss of data or any other indirect damages in connection with the Services or otherwise under these Terms.

You agree to indemnify and hold Speaser, its partners, affiliates, contractors, officers, directors, employees and agents harmless from and against any and all claims, losses, liabilities, expenses and damages related to your breach of these Terms. As a consumer you have special rights under mandatory consumer laws and regulations. We do not intend to limit or alter such rights under these Terms. Further we do not intend to impose a greater responsibility on you than you have under mandatory consumer laws and regulations.

9. Disclaimer of warranties

You agree that the Services are used at your own risk.

The Services are provided "as is" and Speaser disclaims any and all warranties, whether express or implied, relating to the Services, including but not limited to, accuracy, reliability, non-infringement or uninterrupted operation or access.

You acknowledge and agree that the betting function which is provided by Speaser is for entertaining purposes only and that the coins which Speaser provides you with can not be exchanged to real money.

You also acknowledge and agree that Speaser can not and will not in any way be held responsible for any wins or losses if you participate in a "Speaser betting challenge", and that the betting challenge is strictly between the participants of the challenge, and that Speaser is not in any way a part of the challenge.

Furthermore, you agree that if you and the participants agree of any sort of price whatsoever for the winner of the challenge that this agreement is strictly between the participants and that you will not involve Speaser in any way.

You also agree that you will not in any way involve Speaser in any discussion or dispute whatsoever between the participants of a challenge or anything else related to the challenge, including but not limited to any sort of agreement, collection of any prizes or any lawsuits between the participants of the challenge.



You also acknowledge and agree that you are not entitled to any information or data from Speaser and that you will not request any information or data from Speaser regarding the Services and in particular from the betting challenge except as regard to your personal data in accordance with our Privacy Policy which is added to those Terms as appendix 1.

You also acknowledge and agree that Speaser from time to time may initiate and issue competitions / contests where the user/participants may be able to win prizes. Speaser will in these cases notify the winner by email and if possible send the prize via email. If this is not possible, Speaser will advise the winner that the winner must revert to Speaser via email and advise his/her email address within 168 hours, in one week after Speaser has sent the email to the winner so that Speaser can send the prize via regular mail. If the winner fails to revert with his/her email address within the stipulated time the winner shall not be able to claim the prize and consequently, Speaser shall not be obliged to give away and send the prize to the winner.

You also acknowledge and agree that taxes to be paid, if any, for the prize shall be paid by you.

You also acknowledge that you are fully responsible for your internet connection and/or mobile charges that you may incur for using our Services.

10. Assignment

Speaser is entitled to assign any of its rights and obligations under these Terms without restriction.

11. Amendments

Speaser may change the Services at any time, such as by adding or removing features or discontinuing the Services.

In addition, Speaser is entitled to modify these Terms at any time. We will notify you of any major modifications to the terms on our website, www.speaser.com, at least fourteen (14) days in advance, and you are advised to regularly review and check the website for information regarding any modifications of the terms. If you do not wish to accept such modified Terms you can terminate your account. Any continued use by you of the Services following the notification of modified Terms shall constitute acceptance by you of such Terms.

12. Third party services

Speaser may include links to third-party services and/or third-party services may be made available to you via Speaser. These services are subject to respective third-party terms and conditions. We do not accept any responsibility or liability for their services, policies, their processing of your information or the content on the websites of these third-parties. You are advised to review third party terms carefully as they constitute an agreement between you and the third-party.

13. Intellectual property rights

You agree that all copyright, trademarks and other intellectual property rights relating to the Services are owned and held by Speaser or its licensors and nothing in those Terms shall be interpreted as implying any transfer or license to you of any such rights.

14. Entire Agreement

These Terms including our Privacy Policy (appendix 1) represent the entire agreement between you and Speaser relating to our Services, and replace all earlier agreements and understandings between you and us.

If any provision of these Terms is held to be invalid, void or for any reason unenforceable, such provision shall be adjusted and shall not affect the validity and enforceability of the remaining provisions.

15. Applicable law and disputes

These Terms shall be governed by and construed in accordance with the laws of Sweden. We both agree that the courts of Sweden shall have an exclusive jurisdiction to settle any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity of the Agreement.