

General Agreement

1. Introduction

1.1 Contract

When you use our Services you agree to all of these terms. Your use of our Services is also subject to our **Cookie Policy** and our **Data protection Policy**, which covers how we collect, use, share, and store your personal information.

You agree that by clicking “Create Account”, “Join now”, “Join nightli”, “Sign Up” or similar, registering, accessing or using our services (described below), **you are agreeing to enter into a legally binding contract** with Tribed Community AB (even if you are using our Services on behalf of a company). If you do not agree to this contract (“Contract” or “User Agreement”), do **not** click “Join Now” (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

Services

This Contract applies to Tribed-branded apps, nightli, www.nightli.se and other Tribed-related sites, apps, communications and other services that state that they are offered under this Contract (“Services”), including the offsite collection of data for those Services, such as our ads, links, codes and the “sign-up with nightli”, “Request entrance”, “Share with nightli”, “Book with nightli” and or other Tribed related plugins. Registered users of our Services are “Members” and unregistered users are “Visitors”. This Contract applies to both Members and Visitors.

Tribed

You are entering into this Contract with Tribed Community AB (also referred to as “Tribed” and “we” and “us”).

We use the term “Designated Countries” to refer to countries in the European Union (EU), European Economic Area (EEA), and Switzerland.

If you reside in the “Designated Countries”, you are entering into this Contract with Tribed Community AB (“Tribed Sweden”) and Tribed Sweden will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

If you reside outside of the “Designated Countries”, you are also entering into this Contract with Tribed Community AB (“Tribed Sweden”) and Tribed Sweden will still be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

This Contract applies to Members and Visitors.

As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this Privacy Policy (which includes our **Cookie Policy** and other documents referenced in this Privacy Policy) and updates.

1.2 Members and Visitors

When you register and join the Tribed Service or become a registered user on nightli, you become a Member. If you have chosen not to register for our Services, you may access certain features as a “Visitor.”

1.3 Change

We may make changes to the Contract.

We may modify this Contract, our Data protection Policy and our Cookies Policies from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may **close your account**. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms.

2. Obligations

2.1 Service Eligibility

The Services are not for use by anyone under the age of 18.

To use the Services, you agree that: (1) you must be the “*Minimum Age*” (described below) or older; (2) you will only have one Tribed account (and/or one nightli account, if applicable), which must be in your real name if and when requested; and (3) you are not already restricted by Tribed from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 18.

“Minimum Age” means 18 years old. However, if law requires that you must be older in order for Tribed to lawfully provide the Services to you without parental consent (including using of your personal data) then the Minimum Age is such older age.

2.2 Your Account

Members are account holders. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections) and (4) follow the law and our list of Dos and Don'ts and **other community policies**. You are responsible for anything that happens through your account unless you close it or report misuse.

As between you and others (including your employer), your account belongs to you. However, if the Services were purchased by another party for you to use (e.g. Promoter seat bought by your employer), the party paying for such Service has the right to control access to and get reports on your use of such paid Service; however, they do not have rights to your personal account.

2.3 Payment

If you buy any of our paid Services or Services and Products provided by a third-party seller (ex. Nightclub) on Tribed's platform (ex. nightli.se), you agree to pay us and/or the third-party and/or other mentioned service providers the applicable fees and taxes and to additional terms (ex. Swish) specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services. Also, you agree that:

- ☒ Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- ☒ We may store and continue billing your payment method (e.g. credit card, swish) even after it has expired, to avoid interruptions in your Services and to use to pay other Services you may buy.
- ☒ If you purchase a ticket or other product provided by a nightclub or other third-party service provider, this does not guarantee you entry or service and you are subject to the nightclub's and other service providers rules.
- ☒ To cancel or refund any purchase of a ticket or similar item. Please contact the third-party seller or Service and Product provider.
- ☒ If you purchase an item on Tribed's platform, nightli members agree to only receive a purchase confirmation on the App and Account. Other users and/or shoppers on Tribed's platform are responsible for providing the correct email address in order to receive their order confirmation. Tribed cannot be held accountable for any failure to provide the correct information before or after a purchase has been made.
- ☒ We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase.
- ☒ You agree that Tribed cannot be held responsible or accountable for any failure to use a paid service or any in app currency/token. These tokens are provided by the nightclub or other third-party and therefore subject to their decisions and rules.

2.4 Notices and Messages

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date. Please review your settings to control and limit messages you receive from us.

2.5 Sharing

Our Services allow messaging and sharing of information in many ways, such as your profile, location, links to web pages, nightclub offers, group profile and points. Information and content that you share or post or are provided to nightli may be seen by other Members, Visitors or others (including off of the Services). Where we have made settings available, we will honor the choices you make about who can see content or information (e.g., message content to your addressees or sharing content only to nightli users).

We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

3. Rights and Limits

3.1. Your License to Tribed

As between you and Tribed, you own the content and information that you submit or post to the Services, and you are only granting Tribed and our *affiliates* the following non-exclusive license:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, sell, publish, and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

1. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
2. We will have the option to include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). We also have the right, without payment to you or others, to serve ads near your content and information, and your *social actions* may be visible and included with ads.
3. We will get your consent if we want to give others the right to publish your content beyond the Services. However, if you choose to share your post or use any non-private share, we will enable a feature that allows other Members to embed that public post onto third-party services, and we enable search engines to make that public content findable through their services.
4. While we may edit and make format changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression (this does not include party name).
5. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a **Creative Commons license**.

You and Tribed agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to Tribed, you agree that Tribed can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. Tribed may be required by law to remove certain information or content in certain countries.

3.2 Service Availability

We may change or discontinue any of our Services. We don't promise to store or keep showing any information and content that you've posted.

Tribed is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

3.3 Other Content, Sites and Apps

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Tribed generally does not review content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that you or your organization may be mistakenly associated with content about others when we let connections and or other community members know you or your organization were mentioned in the news. You are responsible for deciding if you want to access or use third-party apps or sites that link from our Services. If you allow a third-party app or site to authenticate you or connect with your Tribed account, that app or site can access information on Tribed related to you and your connections. Third-party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, Tribed is not responsible for these other sites and apps – use these at your own risk. Please see our data protection policy.

3.4 Limits

Tribed reserves the right to limit your use of the Services, including the number of your connections, nightclub visits, party group functions and your ability to contact other Members. Tribed reserves the right to restrict, suspend, or terminate your account if Tribed believes that you may be in breach of this Contract or law or are misusing the Services (e.g., violating any of the Dos and Don'ts or **Community Policies**).

3.5 Intellectual Property Rights

Tribed reserves all of its intellectual property rights in the Services. Using the Services does not give you any ownership in our Services or the content or information made available through our Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. Tribed, nightli, and "nightli" logos and other Tribed trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks or belonging to Tribed.

3.6 Automated Processing

We will use the information and data that you provide and that we have about Members to make recommendations for connections, nightclubs, events, content and features that may be useful to you. For example, we use data and information about you to recommend good parties to you and promoting tips to nightclubs. Keeping your profile accurate and up-to-date helps us to make these recommendations more accurate and relevant.

4. Disclaimer and Limit of Liability

4.1 No Warranty

TO THE EXTENT ALLOWED UNDER LAW, TRIBED AND ITS AFFILIATES (AND THOSE THAT TRIBED WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

4.2 Exclusion of Liability

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS TRIBED HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), TRIBED AND ITS AFFILIATES (AND THOSE THAT TRIBED WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF TRIBED AND ITS AFFILIATES (AND THOSE THAT TRIBED WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF (A) FIVE TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR A PREMIUM SERVICE, IF ANY, OR (B) 2000 SEK.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND TRIBED AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF TRIBED OR ITS AFFILIATES HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

5. Termination

Both you and Tribed may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- ☒ Our rights to use and disclose your feedback;
- ☒ Members and/or Visitors' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
- ☒ Sections 4, 6, 7, and 8.2 of this Contract;
- ☒ Any amounts owed by either party prior to termination remain owed after termination.

6. Governing Law and Dispute Resolution

If you live in the *Designated Countries*: You and Tribed Sweden agree that the laws of Sweden, excluding conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and Tribed Sweden agree that claims and disputes can be litigated only in Stockholm, Sweden, and we each agree to personal jurisdiction of the courts located in Stockholm, Sweden.

For others outside of Designated Countries, including those who live outside of the United States: You and Tribed agree that the laws of the Stockholm, Sweden excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and Tribed both agree that all claims and disputes can be litigated only in the federal or state courts in Stockholm, Sweden and you and Tribed each agree to personal jurisdiction in those courts.

7. General Terms

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

To the extent allowed by law, the English language version of this Contract is binding and other translations are for convenience only. This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Contract, that does not mean that Tribed has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that Tribed may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

8. nightli “Dos and Don’ts”

8.1. Dos

You agree that you will:

- a. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- b. Provide accurate information to us and keep it updated;
- c. Use your real name when registering to a nightclub; and
- d. Use the Services in a responsible and cautious manner.

8.2. Don’ts

You agree that you will *not*:

- a. Create a false identity on nightli, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another’s account;
- b. Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- c. Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);
- d. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of Tribed;
- e. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));
- f. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
- g. Violate the intellectual property or other rights of Tribed, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word “Tribed” and “nightli” or our logos in any business name, email, or URL except as provided at www.tribed.eu
- h. Post anything that contains software viruses, worms, or any other harmful code;
- i. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- j. Imply or state that you are affiliated with or endorsed by Tribed without our express consent (e.g., representing yourself as an accredited nightli promoter);
- k. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without Tribed’s consent;

- l. Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without Tribed's consent;
- m. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- n. Monitor the Services' availability, performance or functionality for any competitive purpose;
- o. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- p. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- q. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
- r. Violate the **Community Policies** or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service.

9. Complaints Regarding Content

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a **policies and contact information** for complaints concerning content posted by our Members.

10. How To Contact Us

Our Contact information. www.nightli.se or www.tribed.eu also provides information about our Services.

If you want to send us notices or service of process, please contact us: by email or online.

11. Swedish Ångerrätt, Köp-och leveransvillkor

Leverantörsinformation

Tribed är leverantör av följande tjänster, plattformar och funktioner:

EVENTPLATTFORM

- Plattform där Eventarrangörer kan lägga upp Event.
- Tillhandahåller redskap och plattform för att Eventarrangörer ska kunna skapa, underhålla, sälja, marknadsföra och genomföra olika event.
- Presenterar sådana Event för Kunder

BILJETT OCH ORDERHANTERING

- Tar emot Biljett Beställningar till Event.
- Tar emot Beställningar av produkter eller varor som Eventarrangörer väljer att sälja till sitt Event.
- Bekräfta Beställningar till Kund och Eventarrangörer: QR kod och ordernummer.

MARKNADSFÖRING

- Assisterar Eventarrangörer och nattklubbsägare med marknadsföring av deras lokaler och event på Tribeds app Nightli och webbappen Nightli
- Hjälper Kunder att upptäcka event, nattklubbar, restauranger och andra lokaler som visas i appen.

LOJALITETSPROGRAM

- Administrerar och marknadsför Lojalitetsprogram.
- En mer utförlig beskrivning av våra olika tjänster hittas på Tribed hemsida.

LEVERANSVILLKOR (gällande Eventarrangörer och Nattklubbar.)

Tribed har rätten att samla in Kunders betalningar via tredje parts betalningstjänst och leverera sådana betalningar till Eventarrangörer och Nattklubbar. Tribed erbjuder däremot möjligheten att arrangören och nattklubben tar emot konsumenters betalningar direkt via en tredje parts betalningstjänst, vilket framkommer i villkoren på sidan. Tribed skapar inte, organiserar inte eller arrangerar något Event som är synligt på något utav Tribed's tjänster. Vi tillhandahåller endast en Plattform där Eventarrangörer och Nattklubbar kan kommunicera med sina Kunder. Kunderna kan via Plattformen lägga beställning och ordrar samt genomföra köp. Tribed är dock inte part i den beställning, order eller köp som sker via Tribeds Plattform.

Eventarrangören och Nattklubben ansvarar för

- eventsidan och eventet följer relevanta lagar och regler
- produkter och tjänster som erbjuds blir levererade enligt beskrivning.

Ansvarsfrihet Tribed

Arrangörer ska verifiera att biljetter och andra köpta produkter är giltiga i exempelvis dörren till nattklubben. Tribed kan inte hållas ansvarig för någon kostnad som framkommer i och med att en Eventarrangör eller Nattklubb misslyckas med att kontrollera giltigheten hos en biljett eller produkt. Tribed kan inte heller hållas ansvarig för några kostnader eller skador som framkommer utifrån att ett bedrägeri eller köp av biljett via en ej officiell sida sker.

LEVERANSVILLKOR (gällande Kunder.)

Återköp och Köp

Det är konsumentens ansvar att noggrant göra en bedömning av eventet och nattklubben innan ett köp genomförs, vilket inkluderar att kontrollera alla: begränsningar, krav, datum, tid, pris, avgifter, lojalitetspoäng, biljetter och andra produkter.

Ansvarsfrihet

Tribed fransäger sig allt ansvar om en produkt eller biljett har blivit stulen, förlorad, förstörd, skadad eller på något annat sätt påverkad, om inte ett undantag har nämnts i Tribed's Community Agreement. Tribed är inte heller ansvarig att utge ersättning för att en nattklubb eller arrangör plötsligt skulle avbryta sitt avtal med Tribed, sluta acceptera den köpta produkten eller försvinna från plattformen.

Återbetalning

Då alla transaktioner sker mellan Eventarrangören eller Nattklubben och deras Kunder måste Kunden kontakta relevant Eventarrangören eller Nattklubben för att kräva återbetalning.

Du kan hitta mer information angående återbetalningar och förfrågan i slutet på dokumentet.

Konsumenter som mottar någon form av återbetalning måste göra sig av med och ej dela eller använda biljetten eller produkterna de tidigare köp till eventet eller nattklubben. Brott mot denna regel och avtal ses som bedrägeri.

Jag kan inte gå på evenemanget längre, kan jag få pengarna tillbaka?

De allra flesta biljetter kan tyvärr inte återbetalas av nattklubben eller eventarrangören. Du kan däremot alltid prova att kontakta arrangören direkt, för att se om de kan tänka sig att godkänna ditt återköp eller annan ersättning.

Kontaktuppgifter till arrangörer hittas på slutet av evenemangssidan eller på något av deras andra kanaler.

För ett så snabbt och smidigt återköp som möjligt, glöm inte att inkludera det ditt order ID och möjligen ett screenshot på biljetten när du skickar din förfrågan.

Även om en återbetalning eller ersättning har genomförts av nattklubben eller arrangören kommer Tribed's serviceavgift att subtraheras från den återbetalda kostnaden. Kunden har möjligheten att ansöka om en återbetalning från Tribed inom rimlig tid innan eventet utifrån att biljetterna och produkterna fortfarande är till försäljning. Godkännandet av eventuella återbetalning är bedömt utifrån eventets, arrangörens eller nattklubbens återköpspolicy och kundens ansvar att kontrollera policyn med arrangören innan ett köp genomförs. Utifrån att ett event skulle bli avbrutet är det arrangörens eller nattklubbens ansvar att informera användaren innan ett sådant avbrott sker och göra en återbetalning av biljett- och produktpriset minus transaktionsavgiften och Tribed's serviceavgift.

Ångerrätt

Lagstadgad ångerrätt, enligt distans- och hemförsäljningslagen (2005:59), är inte tillämplig på avtal som avser evenemangsbiljetter. När en betalning har genomförts är alltså kunden bunden vid sitt köp. Men kunden kan alltid prova att kontakta arrangören eller nattklubben direkt för att se om de kan tänka sig att godkänna ett återköp eller återbetalning. Du kan finna arrangörens kontaktuppgifter på evenemangssidan.