

Terms of Service

These Terms of Service took effect on June 11, 2012.

Welcome to Wantr! Wantr is an online service that lets you create want lists and organize and share products you find on the web.

This page explains the terms by which you may use our online and mobile services, website, and software provided on or in connection with Wantr.com (collectively the "Service"). By accessing or using the Service, you agree to be bound by these Terms of Service ("Terms") and by our **Privacy Policy**, whether or not you are a registered user of our Service.

The Service is provided by Wantr ApS, however, we will refer to our company and Service as "Wantr," "we," or "us" to keep things simple.

We reserve the right to modify or update these Terms at any time, and so you should review this page periodically. If we substantively change these Terms, we will update the "last modified" date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or to any future Terms of Service, your only remedy shall be to not use or access (or continue to access) the Service. These Terms apply to all visitors, users, and others who access the Service ("Users").

1. Sharing Your Content

- a. Your content:** Wantr allows you to post content on the Service, including profile information, photos, links, prices, comments, and other materials ("User Content"). You retain all of your rights in all of the User Content you post to our Service.
- b. How Wantr and other users can use your content:** By posting any User Content on the Service, you grant to Wantr a non-exclusive, royalty-free, transferable, sublicensable, irrevocable, worldwide license to use, reproduce, modify, re-format, re-arrange, distribute, and display all such User Content, in whole or in part, for use in connection with the Service and Wantr's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service in any media formats and through any media channels; however, Wantr will only share your personally identifiable information in accordance with our then-current **Privacy Policy**. You also grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, and display such User

Content as permitted by the functionality of the Service and under these Terms.

- c. How long we keep your content:** Following termination or deactivation of your account, or if you remove any User Content from your account, Wantr may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, Wantr and other Users may retain and continue to display, reproduce, modify, re-format, re-arrange, and distribute any of your User Content that other Users have added to their own accounts or which you have posted to public or semi-public areas of the Service.
- d. Your responsibility for your content:** You agree to only use the Service in a manner that is consistent with our **Acceptable Use Policy**. You also agree that any User Content that you post to the Service does not and will not violate any law or infringe the rights of any third party, including without limitation any Intellectual Property Rights (as defined below), publicity rights or rights of privacy. We reserve the right, but are not obligated, to remove User Content from the Service for any reason, including User Content that we believe violates these Terms.
- e. Definition of Intellectual Property Rights:** For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property and proprietary rights as may now exist or hereafter come into existence, and all applications for any of these rights and registrations, renewals and extensions of any of these rights, under the laws of any state, country, territory or other jurisdiction.
- f. Feedback you provide:** You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction; your disclosure will not place Wantr under any fiduciary or other obligation; and we are free to use, disclose and otherwise exploit the Feedback without any restriction and without additional compensation to you. By acceptance of your submission, Wantr does not waive any rights to use similar or related Feedback previously known to Wantr, or developed by its employees, or obtained from sources other than you.

2. Wantr Content

- a. **Wantr Content:** Except for User Content, the Service and all materials therein or transferred thereby, including without limitation software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music ("Wantr Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Wantr and its licensors. Except as expressly provided in these Terms, you agree not to use, reproduce, modify, distribute, sell, license, or otherwise exploit the Wantr Content without our permission.
- b. **Our license to you:** Subject to the terms and conditions of these Terms and our **Acceptable Use Policy**, we grant you a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, non-commercial use, as permitted by the functionality of the Service. Wantr reserves all rights not expressly granted herein to the Service and the Wantr Content. Wantr may terminate this license at any time for any reason.

3. Copyright Policy

Since we respect artist and content owner rights, it is Wantr's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

4. Using Wantr

- a. **Who can use Wantr:** You may use the Service only if you can form a binding contract with Wantr, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. If you are under 18, your parent or guardian must agree to these Terms on your behalf, and will be responsible for your use of and access to the Service. Any use of or access to the Service by anyone under the age of 13 is strictly prohibited. The Service is not available to any Users previously removed from the Service by Wantr.
- b. **Wantr accounts:** Creating an account with Wantr gives you access to the Service in our sole discretion. By connecting to Wantr with a third-party service (e.g., Facebook), you give us permission to access and use your information from that service as permitted by that service, and to store your login credentials for that service. For more information on the types of information we collect from these third-party services, please read our **Privacy Policy**. You may never use another User's

account without permission.

- c. Terminating your account:** You may close your account at any time by sending an email to **support@wantr.com**. We may permanently or temporarily terminate or suspend your access to the Service without notice or liability to you, including if in our sole determination you violate any provision of these Terms or our **Acceptable Use Policy**. Upon termination of these Terms or your access to the Service, you continue to be bound by Sections 1b (How Wantr and other users can use your content), 1c (How long we keep your content), 1e (Definition of Intellectual Property Rights), 1f (Feedback you provide), 2a (Wantr Content), 3 (Copyright Policy), 4c (Terminating your account), 4f (Your interactions with other Users), and 6 through 11 (inclusive) of these Terms.
- d. Your responsibility for your account:** When you create your Wantr account, you must provide us with accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Wantr immediately of any breach of security or unauthorized use of your account. Wantr will not be liable for any losses caused by any unauthorized use of your account.
- e. Changes to the Service:** As we continue to improve and develop the Service, we reserve the right, without prior notice, to change the Service, stop providing the Service or functionality of the Service, to you or to Users generally; or create usage limits for the Service.
- f. Your interactions with other Users:** We reserve the right, but have no obligation, to monitor disputes between you and other Users. Wantr will have no liability for your interactions with other Users, or for any User's action or inaction.

5. Privacy and Security

We care about the privacy and security of our Users. By using the Service, you are consenting to have your personal data collected, used, transferred to and processed in the European Union and in the United States in accordance with our then-current **Privacy Policy**. While we work to protect the security of your content and account, Wantr cannot guarantee that unauthorized third parties will not be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your information at your own risk.

6. Third-party Links, Sites and Services

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Wantr. Wantr does 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 the Service, you do so at your own risk and you agree that Wantr will have no liability arising from your use of or access to any third-party website, service, or content.

7. Indemnity

You agree to defend, indemnify and hold harmless Wantr and its officers, directors, employees, agents, and other affiliated companies, from and against any claims, damages, obligations, losses, liabilities, costs or debt, and expenses including without limitation reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties) arising from: (i) your use of or access to the Service or Wantr Content, (ii) your User Content, or (iii) your breach of any of these Terms.

8. Disclaimers

THE SERVICES, INCLUDING WITHOUT LIMITATION ALL CONTENT AND OTHER SUBJECT MATTER INCLUDED WITHIN THE SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WANTR SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

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Wantr takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You are solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your and other Users' online distribution and publication of your and their User Content. You understand and agree that you may be exposed to User Content that is

inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

9. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES, WANTR CONTENT, AND USER CONTENT REMAINS WITH YOU AND YOU USE THE SERVICES AT YOUR OWN RISK. YOU AGREE THAT NEITHER WANTR NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR RELATED TO THESE TERMS OR FROM THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, USER CONTENT, WANTR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WANTR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT WILL WANTR'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, USER CONTENT OR WANTR CONTENT EXCEED ONE HUNDRED EUROS (€100). THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN WANTR AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU.

The Service is controlled and operated from its facilities in Denmark. Wantr makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable national, state, local or other laws, statutes, directives, rules, regulations, and all interpretations or orders of any government, administrative or regulatory authority or court, including but not limited to those related

to export and import of software, technical information or services. You may not use the Service if you are a resident of a country embargoed by Denmark, or are a foreign person or entity blocked or denied by Denmark. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in Denmark.

10. **Jurisdiction and Governing Law**

For any dispute you have with Wantr, you agree to first contact us at **support@wantr.com** and attempt to resolve the dispute with us informally. The Danish courts will have non-exclusive jurisdiction over any claim arising from, or related to, your access to or use of the Service although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Terms of Service are governed by Danish law.

11. **General Terms**

- a. **Notifications:** Wantr may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, "push" mobile notification, written or hard copy notice, or through posting of such notice on our website, as determined by Wantr in our sole discretion. Wantr reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms and our **Privacy Policy**. Wantr is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add **support@wantr.com** to your email address book to help ensure you receive email notifications from us.
- b. **Assignment:** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Wantr without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
- c. **Export Control:** Any software or technology obtained from Wantr through the Service originates in the European Union, and is subject to European Union export laws and regulations. Such software and technology may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the European Union. In addition, software and technology obtained from Wantr may be subject to the import and export laws of other countries. It is your responsibility to comply with all European Union and

foreign export and import laws and regulations.

- d. Entire Agreement/Severability:** These Terms, together with any amendments and any additional agreements you may enter into with Wantr in connection with the Service, shall constitute the entire agreement between you and Wantr concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect.

- e. No Waiver:** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Wantr's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

- f. Contact:** Please contact us at **support@wantr.com** with any questions regarding these Terms.

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