

# Terms & Privacy

## Terms and Conditions

This agreement was written in English. If you have any questions regarding the 'Terms and Conditions' please write to [info@pathsha.re](mailto:info@pathsha.re).

Date of Last Revision: February 7, 2014.

## Company Information

The websites under [pathsha.re](http://pathsha.re) and the services on these page are being offered to you by:

freshbits GmbH  
Hinterbergstrasse 18  
8604 Volketswil  
Switzerland

Company UID: CHE-459.924.570  
Contact: [info@freshbits.ch](mailto:info@freshbits.ch)

Board of directors: Jaro Habr, Thomas Maurer, Stefan Schurgast

Place of juristication: Volketswil, Switzerland

## Statement of Rights and Responsibilities

This Statement of Terms and Conditions governs our relationship with users and others who interact with Pathshare. By using or accessing Pathshare, you agree to this Statement, as updated from time to time. Additionally, you will find resources at the end of this document that help you understand how Pathshare works.

## Privacy

Your privacy is very important to us. We designed our Data Use Policy to make important disclosures about how you can use Pathshare to share with others and how we collect and can use your content and information. We encourage you to read the Data Use Policy, and to use it to help you make informed decisions.

## Sharing Your Content and Information

You own all of the content and information you provide to Pathshare with the usage of Pathshare. In addition:

For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you share on or in

connection with Pathshare (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.

When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information.

We always appreciate your feedback or other suggestions about Pathshare, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

## Safety

We do our best to keep Pathshare safe, but we cannot guarantee it. We need your help to keep Pathshare safe, which includes the following commitments by you:

- You will not share unauthorized commercial communications (such as spam) on Pathshare.
- You will not collect users' content or information, or otherwise access Pathshare, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Pathshare.
  
- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.
  
- You will not bully, intimidate, or harass any user.
- You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
- You will follow our Promotion Guidelines and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") using or in combination with Pathshare.
- You will not use Pathshare to do anything unlawful, misleading, malicious, or discriminatory.

- You will not do anything that could disable, overburden, or impair the proper working or appearance of Pathshare, such as a denial of service attack or interference with page rendering or other Pathshare functionality.
- You will not facilitate or encourage any violations of this statement or our policies.

## Registration and Account Security

Pathshare users provide their real personal information (e.g. their location), and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- You will not provide any false personal information on Pathshare, or create an account for anyone other than yourself without permission.
- If we disable your account, you will not create another one without our permission.
- You will not use your Pathshare primarily for your own commercial gain, unless there is a written agreement between you and freshbits GmbH to do so.
- You will not use Pathshare if you are under 13 without the permission and guidance of your parent or legal guardian.
- You will not use Pathshare if you are a convicted sex offender.
- You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account or any Pathshare components.
- You will not transfer your account (including any content or application you administer) to anyone without first getting our written permission.
- If you select a username or similar identifier for your account or user content, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

## Protecting Other People's Rights

- We respect other people's rights, and expect you to do the same.
- You will not share content or take any action on Pathshare that infringes or violates someone else's rights or otherwise violates the law.
- We can remove any content or information you share on Pathshare if we believe that it violates this Statement or our policies.
- We provide you with tools to help you protect your intellectual property rights.
- If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
- If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
- You will not use our copyrights or trademarks, or any confusingly similar marks, except as expressly permitted with our prior written permission.
- If you collect information from users, you will: obtain their consent, make it clear you (and not Pathshare and freshbits respectively) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
- You will not share anyone's identification documents, sensitive financial, health information or any other profiling information using Pathshare.

## Mobile and Other Devices

We currently provide parts of our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.

## Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a platform application or website, the following additional terms apply to you:

You are responsible for your application and its content and all uses you make of that platform. This includes ensuring your application or use of the platform meets Pathshares Terms and Conditions.

Your access to and use of data you receive from Pathshare, will be limited as follows:

- You will only request data you need to operate your application.
  - You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the developer application.
  - You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
  - You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
  - You will not include data you receive from us concerning a user in any advertising creative.
  - You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
  - You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
  - We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
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- We can limit your access to data.
  - You will not give us information that you independently collect from a user or a user's content without that user's consent.
  - You will make it easy for users to remove or disconnect from your application.
  - You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
  - You will provide customer support for your application.

- We give you all rights necessary to use the code, APIs, data, and tools you receive from us.
  - You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
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- You will not misrepresent your relationship with Pathshare respectively freshbits to others.
  - You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Terms and Conditions.
  - We can issue a press release describing our relationship with you.
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- You will comply with all applicable laws. In particular you will (if applicable):
    - have a policy for removing infringing content and terminating repeat infringers.
    - obtain any opt-in consent necessary from users so that user data may be shared on Pathshare. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
  - We do not guarantee that our platform will always be free.
  - You give us all rights necessary to enable your application to work with Pathshare, including the right to incorporate content and information you provide to us.
  - You give us the right to link to or frame your application, and place content, including ads, around your application.
  - We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
  - To ensure your application is safe for users, we can audit it.
  - We can create applications that offer similar features and services to, or otherwise compete with, your application.

## About Advertisements and Other Commercial Content Served or Enhanced by Pathshare

Our goal is to deliver advertising and other commercial or sponsored content that is valuable to our users and advertisers. In order to help us do that, you agree to the following:

- You give us permission to use your name, profile picture, content, and location information in connection with commercial, sponsored, or related content served or enhanced by us. This means, for example, that you permit a business or other entity to pay us to display your name and/or profile picture with your content or information, without any compensation to you. If you have selected a specific audience for your content or information, we will respect your choice when we use it.
- You give us the permission to use your unpersonalized and aggregated profile and location information for commercial use.
- You understand that we may not always identify paid services and communications as such.

## Special Provisions Applicable to Software

If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates, security patches and additional features from us in order to improve, enhance, and further develop the software.

You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

## Amendments

Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will provide you with seven (7) days notice (for example, by posting the change on the Pathshare blog) and an opportunity to comment on changes to this Statement.

If we make changes to policies referenced in or incorporated by this Statement, we may provide notice on the Pathshare blog site.

Your continued use of Pathshare following changes to our terms constitutes your acceptance of our amended terms.

## Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Pathshare to you. We will notify you by email (if available) or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate.

## Disputes

You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Pathshare exclusively in Volketswil, Switzerland, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of Switzerland will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

If anyone brings a claim against us related to your actions, content or information on Pathshare, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Pathshare and are not responsible for the content or information users transmit or share on Pathshare. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Pathshare. We are not responsible for the conduct, whether online or offline, or any user of Pathshare.

**WE TRY TO KEEP PATHSHARE UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING PATHSHARE AS IS WITHOUT ANY EXPRESS OR**

**IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT PATHSHARE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT PATHSHARE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. FRESHBITS IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT, PATHSHARE OR FRESHBITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## Special Provisions Applicable to Users Outside Switzerland

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Pathshare outside Switzerland:

You consent to having your personal data transferred to and processed in other countries (i.e. where ever our platform providers are located).

## Definitions

By "Pathshare" we mean the features and services we make available, including through (a) our website at [www.pathsha.re](http://www.pathsha.re) and any other Pathshare branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions and apps); (b) our platform; (c) social integration features and (d) other media, software (incl. the Pathshare app), devices, or networks now existing or later developed.

By "platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Pathshare or provide data to us.

By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Pathshare.

By "content" we mean anything you or other users share on Pathshare that would not be included in the definition of information especially also your location.

By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Pathshare or provide to Pathshare through our platform.

By "share" we mean the sharing of user and partner contributions on Pathshare or otherwise make available by using Pathshare.

By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.

By "active registered user" we mean a user who has logged into Pathshare at least once in the previous 90 days.

By "application" we mean any application or website that uses or accesses our platform, as well as anything else that receives or has received data from us. If you no longer access our platform but have not deleted all data from us, the term application will apply until you delete the data.

## Other

This Statement makes up the entire agreement between the parties regarding Pathshare, and supersedes any prior agreements.

If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.

If we fail to enforce any of this Statement, it will not be considered a waiver.

Any amendment to or waiver of this Statement must be made in writing and signed by us.

You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.

All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Nothing in this Statement shall prevent us from complying with the law.

This Statement does not confer any third party beneficiary rights.

We reserve all rights not expressly granted to you.

You will comply with all applicable laws when using or accessing Pathshare.