Terms and Privacy

1. Welcome to YourLocal
Thank you for using our product (“App”). The app is delivered to you by YourLocal ApS (“YourLocal”) with the address Lindgreens Allé 14, 2300 Copenhagen S, Denmark and CVR number 36874739.

When you use our App you accept these terms and conditions.

2. Using Our App
You must follow all our policies made available to you and if you use a YourLocal account that you have been assigned by an administrator, other or additional terms may apply and your administrator may also be able to access or disable your account.

When you use our App, it does not give you intellectual property rights in our App or the content you access. These terms do not entitle you to use branding, tags or logos used in our App. You may not remove, hide or modify the legal notices displayed in or with our App.

Our App may display content that does not belong to YourLocal. The responsibility for this content is solely the one who has made it available. We may review content to determine whether it is illegal or violates our policies and we may remove or refuse to display content if we reasonably believe that the content is illegal or that it violates our policies. However, this does not necessarily mean that we go through content, so you should not automatically assume that.

By using our App, you agree that we must send you service announcements, administrative messages, and other information. You may opt out of receiving some of these messages.

YourLocal can at any time and for any reason stop delivering the App to you or adding or creating new restrictions to the App.

3. Your Content in our App
When you upload, save, submit, or receive content through our App, you give YourLocal (and our affiliates) a worldwide license to use, host, store, render, modify, create derivative works (eg, in translations, customizations, or other changes that we make so that your content works better with our App), communicate, publish, publicly perform, display and distribute such content. The rights granted to you in this license are for a limited purpose only with the operation, promotion and enhancement of our App and to develop new services. This license is still valid even if you stop using our App. To access and remove content that is delivered to or through the App, you must contact YourLocal.

Our automated systems analyze your content to give you product features that are relevant to you. This analysis is done when the content is sent, received and saved.

If you submit feedback or suggestions to our App, we may use your feedback or suggestions without obligation to you.

4. About Software in App
YourLocal provides you with a personal, worldwide, non-exclusive, non-transferable license to use the App provided to you by YourLocal. This license is only intended to allow you to use the benefits of the App as provided by YourLocal in a manner permitted by these Terms. You may not copy, modify, distribute, sell or rent parts of our App or bundled software. Also, do not reverse engineer or attempt to derive the source code of this software unless you have our written permission.
5. Warranties and disclaimers

YourLocal makes the App available to the current and up-to-date version and does not provide any direct or indirect warranties or claims regarding the use, usability or fitness of the App and disclaims any liability whatsoever.

YourLocal is solely responsible for its own products and services. YourLocal assumes no responsibility for matters relating to any agreement between the consumer or company and one of YourLocal's business partners or for third party products and services.

YourLocal is under no circumstances liable for operating loss, malfunction, lost profit and revenue, loss of data lost, data reconstruction or non-access, lost savings, or claims raised by third parties, as well as indirect or consequential damages of any kind.

In case of lost data due to YourLocal's conditions, YourLocal will at all times endeavor to restore the lost data based on available backups. Remember that you are responsible for keeping your username and password secret all transactions from persons you have accessed or otherwise use your username and password, and all consequences for use or abuse of your username or password. You must immediately notify us of any unauthorized use of your username or password or any other breach of security that you are aware of. You are responsible for all actions by persons who have access to our App through your username and code, whether authorized by you.

6. Payment

You can pay directly through our App where it is safe and secure. When you pay, all of your payments will be handled through our payment partner Stripe Payments Europe Ltd (“Stripe”). All communication between you and your payment partners is encrypted and uses SSL (Secure Socket Layer) to ensure the highest level of security for your payment.

Age: Our payment service is intended solely for persons 21 years of age or older. Any use of the payment service by anyone under the age of 21 is expressly prohibited. By using our payment service, you represent and warrant that you are 21 years or older.

VAT and payment fees: The prices are as stated in our App. These prices are inclusive of VAT but may be exclusive transaction fees which will be added to the total amount due.

Wrong prices: Our App contains a large number of offers and there is always a risk that some of the offers contain incorrect prices. In these cases, the company in question is required to ensure that you receive the order at the stated price or to compensate you, unless the wrong price is obviously incorrect and should have been recognized by the user. YourLocal simply offers the payment service as it is and is provided without any warranty, and clearly disclaims any liability for the offers in the App. Disagreements with regard to price are therefore between you and the company.

Payment method: Payment through our App must be made with one of the payment cards accepted by Stripe.

Payment by Card: Please note that there may be a delay in the processing of card payments and transactions and that this may result in a delay of up to 60 days before the payment is debited to your bank account or to your credit or debit card.

Rejected order: Due to the banks’ procedures, your bank will, as soon as you have made an order that you pay by credit card and your payment is approved, "reserve" the full amount for your order. If the order is subsequently rejected or canceled, the bank will not transfer the amount to us and instead release the amount into your account. This can take between 3 and 5 business days (or longer depending on the bank). You agree that neither we nor the relevant company may be held liable for this delay by the Bank in releasing any sums in your account.
**Payment Information and Data:** YourLocal may transfer data (including personal information) to Stripe through our App to complete your order. Your payment history for payments through our App may be kept by Stripe when necessary to provide the payment service or to comply with the law. You can request a copy of the information we or Stripe has about you. We will never ask for your signature or PIN. The only exception is if you use Verified by Visa or MasterCard SecureCode, which are systems designed to avoid fraud with your card information. If you experience abuse of your card number, expiration date and security code, contact your bank immediately.

**Cancellation of order:** Once you have placed your order through YourLocal, your purchase is binding. However, you can cancel a purchase for up to ten minutes after an order in case of an error. In addition, you can cancel up to three hours before the latest pick-up time. If you regret your purchase, during the period outside the above, contact YourLocal support as soon as possible. We strive to live up to your wishes, but we do not guarantee any warranty. We assess on a case-by-case basis whether we can help with any cancellation of the order.

**Business and cancellation of orders:** YourLocal encourages businesses to follow good business practices and not to cancel user orders. Errors in the assessment of food quantities can occur and in these cases, YourLocal encourages the businesses to cancel the order in the best possible time so that the user does not arrive in vain. Be aware, however, that the shops have the right to cancel an order at any time.

7. **Privacy**

You can use our App in different ways - you can search for and share information, communicate with others or create new content. When you share information with us, for example when creating a YourLocal account, we can make our App even better - by showing you more relevant search results so you can use our App faster and easier for your needs. When using our App, you should know how we use this information and how you can protect your privacy.

Our privacy policy describes:

- What information we collect and how we use it.
- How we use this information.
- The options we give you and how you can access the information.
- We have tried to make it as simple as possible, and YourLocal is committed to protecting your personal information. If you have any questions, please feel free to contact us.

**Information we collect**

We collect this information to offer all our users an even better App.

We collect information in the following ways:

1. **Information you give us.** YourLocal can ask you to create an account with email or Facebook login. When you do this, we ask you to provide personal information. This information can be, for example, your name, email address, your phone number or anything else that we store in your account.

2. **Information we receive through your use of our App.** We collect information on how to use our App, for example, when you tap the heart icon to follow business or when making an order through the app. This information includes:
   - **Device Information.** We collect device-specific information (such as hardware model, operating system version, and mobile network information and phone number). YourLocal can associate your device ID or phone number with your YourLocal account.
   - **Log information.** When you use our App, we automatically collect and store certain information in server logs. This information includes:
     - Information on how to use our App, e.g. your search queries.
     - Log files with information about your use of our App, e.g. your phone number and time and date of bookings.
     - Information on events on the device, e.g. crashes, system activities and hardware settings.
c. **Location information.** When using our App, we can collect and process information about your current location. We use different technologies to determine location, including IP address and GPS, which can provide YourLocal information about devices, Wi-Fi access points, and nearby mobile towers.

d. **Unique application number.** Our App may contain a unique application number. This number and information about your installation (e.g., operating system and application version number) can be sent to YourLocal when you install or uninstall the service or when the service periodically contacts our servers.

e. **Local storage.** We can collect and store information (including personal information) locally on your device using e.g., application data cache.

f. **Storing responses for user** and satisfaction surveys personal information you give us, for example in connection with creation, support requests and customer service.

g. **Profile picture** that you yourself display on your profile, for example in connection with support requests via the app.

h. **Behavior patterns.** For example, how many app openings you make in which tabs. This is to provide a better service and optimize the app design.

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8. How we use the information we collect

We use the information we collect to provide, maintain, protect and improve our App, as well as use the information to protect YourLocal and our App users. We also use this information to provide you with tailored content - e.g., by providing you with more relevant search results and the most relevant sort in the offer list.

When you contact YourLocal, we record communications to help you with your problems. We may use your email address to inform you of our services, e.g., by informing you of upcoming changes or improvements.

We use information about your use of the App to compile aggregated statistics for your own use and for third parties.

We ask for your consent before using any information for purposes other than those set out in these Terms.

YourLocal processes personal information on our servers in Denmark, and we reserve the right to process your personal information on a server outside of your country of residence.

9. Data Processing

YourLocal transfers your personal data to data processors. This is in accordance with applicable data protection laws, including entering into data processor agreements with our data processor to ensure that personal data is processed solely for the stated purposes and to ensure appropriate security measures.

YourLocal and users of the App are each responsible for complying with their respective obligations regarding the processing of personal data in connection with the use of the App.

YourLocal takes the necessary technical and organizational security measures against information being accidentally or illegally destroyed, lost or impaired, as well as from the fact that they come to unknowingly, abused or otherwise processed in violation of the Personal Data Processing Act. At your request, YourLocal must provide sufficient information to ensure that the technical and organizational security measures mentioned are taken. However, YourLocal reserves the right to reject unreasonable, disproportionate or repeated requests.

10. Accessing and updating personal information
When using our Services, you may request access at any time in accordance with applicable rules. If you have any questions regarding data processing, you may contact YourLocal via the contact details described in section 13.

When using our services, we endeavor to provide you with access to your personal information. If the information is incorrect, we will try to allow you to update it quickly or to delete it - unless we need to store the information for corporate reasons or because the law requires it. When you update your personal information, we may ask you to confirm your identity before we can comply with your request.

We may reject requests that are unreasonably repetitive, require disproportionately more technical intervention (such as developing a new system or substantially changing an existing practice), affecting the protection of others' personal information, or anything that would be extremely impractical (e.g. such as requests for information available as backups).

If we can provide access to and correct information, we do this for free, except if it requires a disproportionate amount of effort. We endeavor to maintain our App in a manner that protects information from accidental or harmful destruction. Therefore, when you delete information from our App, we may not be able to delete associated copies from our servers immediately, and the information may not be removed from our backup systems.

11. Information that you share, som du deler

Our App may allow you to share information with others. Remember that when you share information publicly, YourLocal can index it.

12. Information that we provide

We do not disclose personal information to companies, organizations and individuals outside of YourLocal except in these cases:

- **With your consent.** We provide personal information to companies, organizations or individuals outside of YourLocal if we have your consent. We require the active selection of disclosure of all sensitive personal information.

- **With administrators.** If your YourLocal account is managed (for example, by your manager), your administrator will have access to information in your YourLocal account. See your administrator's privacy policy for more information.

- **For external treatment.** We disclose personal information to our affiliates or other trusted companies or individuals who process them for us based on our instructions and in accordance with our privacy policy and other applicable privacy and security measures.

- **For legal reasons.** We disclose personal information to companies, organizations or individuals outside of YourLocal if we believe in good faith that access, use, retention or disclosure of the information is necessary to:
  - Comply with applicable laws and regulations as well as comply with prosecution or legal requests from public authorities.
  - Enforce current policies, including investigation of potential violations.
  - Register, prevent or otherwise protect against fraud, security or technical issues.
  - Damage YourLocal, our users or the public's rights, property or security, as required or permitted by law.
  - YourLocal, our users or the rights, property or security of the public, as required or permitted by law.
13. About these terms

We may change these terms or additional terms that apply to the App. This can be done, for example, to reflect changes in the law or our App. Changes due to features of an App or changes made for legal reasons will take effect immediately. If you do not agree to the changed terms of the App, you must stop using the App.

Failure to comply with these Terms and a lack of immediate and necessary action does not mean that we are waiving our rights to action in the future (such as taking necessary action at a later date).

If it turns out that a specific term cannot be enforced, this will not affect the other terms.

Any dispute between YourLocal and you must be settled in accordance with Danish law and brought before the Copenhagen City Court as a venue.

You can contact YourLocal at questions at hello@yourlocal.org.