

Welcome to Your Local

Thank you for using our product ("App"). The app is provided by Your Local Aps ("Your Local") and our

address is: Lindgreens Allé 14, 2400 Copenhagen S, Denmark. Our CVR number is: 35874739.

When you use our App, you agree to accept the following terms and conditions.

### **Using our App**

You must follow all our policies which have been made accessible to you, and if you use a Your Local account assigned to you by an administrator, different or additional terms and conditions may apply, and your administrator can access or deactivate your account if necessary. Using our App does not give you any ownership over any intellectual property rights in our App or over any content that you access. These terms and conditions do not give you the right to use any branding, trademarks or logos used in our App. You may not remove, conceal or alter any legal notices displayed in or together with our App.

Our App can display content that does not belong to Your Local. Responsibility for this content rests solely

with the person or organization who 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 that we reasonably believe to be illegal or to violate our policies. This does not necessarily mean that we go through all content, so you should not automatically assume that we do.

When using our App, you accept that we may send you service announcements, administrative messages and other information. You can opt out of receiving some of these messages. These terms and conditions do not give you the right to use any branding, trademarks or logos used in our App. You may not remove, conceal or alter any legal notices displayed in or together with our App. Your Local can at any time and for any reason stop providing the App to you or may add or create new restrictions on the App.

### **Your content in our App**

When you upload, store, post or receive content through our App, you give Your Local (and our business partners) a worldwide license to use, host, store, reproduce, modify, create derivative works (e.g. from translations, adaptations or other changes that we may make so that your content works better with our App), communicate, publish, publicly perform, display or distribute such content. The rights granted to you in this license are expressly for the limited purpose of operating, promoting and improving our App and for developing new services. This license will remain in effect even if you stop using our App. To access or remove content that is delivered to or via the App, please contact Your Local.

Our automated systems analyze your content to give you product functions relevant to you. This analysis is carried out when the content is sent, received and stored. If you submit feedback or suggestions about our App, we may use your feedback or suggestions without any obligation to you.

### **About the software in the App**

Your Local gives you a personal, worldwide, non-exclusive, non-transferable license to use the App provided to you by Your Local. This license is only intended to give you the opportunity to use and take advantage of the App provided to you by Your Local in a manner permitted under these terms and conditions. You may not copy, modify, distribute, sell or lease parts of our App or

accompanying software. In addition, you may not carry out any reverse engineering or attempt to derive the source code of the software, unless legislation prohibits such restrictions or you have our written permission.

### **Warranties and disclaimers**

Your Local will make available the most current and updated version of the App and gives no direct or indirect guarantees, representations, warranties or claims about the use, application or suitability of the App and disclaims any responsibility for this.

Your Local is solely responsible for its own products and services. Your Local assumes no liability for matters relating to a possible agreement between the consumer or business and one of Your Local's business partners or for third party products and services.

Your Local is under no circumstances responsible for any loss, malfunction, loss of profit or revenue, loss associated with lost data, data recovery or lack of access to it, lost savings, or claims raised by third parties, or any indirect or consequential damages of any kind.

In the event of lost data attributable to Your Local's terms and conditions, Your Local will at all times seek to restore the lost data from available backups.

### **Commercial use of our App**

If you use our App in a business context or on behalf of a business, you and your company agree to accept these terms and conditions. You and your company agree to keep Your Local and its affiliates, officers, representatives, and employees free from any claim or litigation and any action that may arise in connection with the use of App or violation of these terms and conditions, including any liability or expense that may arise in connection with claims, loss, damages, suits, judgments, litigation costs or legal fees.

As a company you have complete freedom to post your offers as you wish. Please note however that the trade constitutes a transaction between the customer and you.

It is your responsibility to deactivate any offer made by mistake. Should there be a discrepancy, contrary to expectations, between the offer and what is apparent from the App, this will be a matter between the customer and you. We expect, however, that you follow our principles of good business protocol and, for example, compensate the customer in the best possible way.

Your Local stresses therefore that Your Local is not responsible for the customer's failure to pick up orders. However, we understand that this is important to you. Therefore you have the opportunity to report a customer who does not pick up their order. The first time the customer will get a warning.

The second time the customer can be excluded from the App.

### **Confidentiality**

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 you create a Your Local account, we can make our App even better - by showing you more relevant search results, so that you quickly and easily to use our App to meet your needs. When you use our App, you should know how we use the information and how you yourself can protect your personal information.

Our Privacy Policy explains:

- What information we collect and how we use it.
- How we apply this information.
- The options we give you, and how you can access this information.

We have tried to make it as simple as possible, and Your Local takes protecting your personal information very seriously. If you have any questions, please feel free to contact us.

Information which we collect

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

We collect information in the following ways:

- Information you provide us. Your Local may ask you to create an account by e-mail or via your Facebook-login. When you do this, we ask you to provide personal information. This information might include your name, email address, telephone number or other details that we save on your account.
- Information we get from your use of our App. We collect information about how you use our App, for example, when you tap on the heart icon to see your transactions or when you take a booking through the App. This information includes:
  - Device Information. We collect device-specific information (e.g. model, operating system version and mobile network information and phone number). Your Local may link your device id or phone number to your Your Local account.
  - Log information. When you use our App, we automatically collect and store certain information in the server log files. This information includes:
    - Information on how you use our App, for example, your search queries.
    - Log files with information about your use of our App, for example, your phone number and the times and dates of orders.
    - Information about events on the device, for example, crashes, system activity, and hardware settings.
  - Location information. When using our App, we can collect and process information about your current location. We use various technologies to determine location, including IP address and GPS, which can give Your Local information about devices, Wi-Fi access points and mobile masts in the area.
  - Unique application number. Our App can contain a unique application number. This number and information about your installation (e.g. operating system and application version number) can be sent to Your Local when you install or uninstall a service or when that service periodically contacts our servers.
  - Local storage. We may collect and store information (including personal information) locally on your device using, for example, cache storage for the application data.

How we use the information we collect. We use the information we collect to provide, maintain, protect and improve our App, just as we use the information to protect Your Local and our App users. We also use this information to offer you tailored content – for example by giving you more relevant search results and your offer history sorted in the relevant way. When you contact Your Local, we register the communication in order to be able to help you with your problems. We may

use your email address to inform you about our services, for example, by informing you about forthcoming changes or improvements.

We use information about your use of the App to put together aggregated statistics for our own use and for the use of third parties. We will always ask for your consent before using information for purposes other than those specified in these terms and conditions. Your Local processes personal information on our servers in Denmark, but we reserve the right to process your personal information on a server outside your country of residence.

### **Data processing**

Your Local and users of the App are individually and separately responsible for complying with their respective obligations concerning the processing of personal data in connection with the use of the App. Your Local shall take appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or alteration and against any unauthorized disclosure, abuse or other processing in violation of the Act on Processing of Personal Data. At your request, Your Local shall provide sufficient information that you can ensure that those technical and organizational security measures have been taken. Your Local reserves the right to reject unjustified, disproportionate or repeated queries.

### **Accessing and updating personal information**

When you use our services, we strive to give you access to all your personal information. If the information is incorrect, we will try to give you the opportunity to update it quickly or to delete it - unless we need to save the information for business reasons, or because the law requires it. When you update your personal information, we may ask you to verify your identity before we can honor your request. We may reject requests that are unreasonably repetitive, require disproportionate technical intervention (e.g. to develop a new system or fundamentally change an existing practice), affect the protection of other people's personal information or anything that would be extremely impractical (e.g. requests for information on backup systems).

If we can provide access and correct information, we do this for free, except where it requires a disproportionate amount of effort. We strive to maintain our App in a way that protects information from accidental or malicious destruction. When you delete information from our App, it is possible that we cannot delete residual copies from our servers immediately, and it may not always be the case that information is removed from our backup systems.

### **Information you share**

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

### **Information we disclose**

We do not share personal information with companies, organizations or individuals outside Your Local except in the following situations:

- With your consent. We provide personal information to companies, organizations or individuals outside Your Local if we have your consent. We require your active consent to disclose any sensitive personal information.

- With administrators. If your Your Local account is managed (e.g. by your boss), your administrator will have access to information on your Your Local account. See your administrator's policy on privacy for more information.
- For external processing. We provide personal information to our affiliates or other trusted businesses or persons to process it for us based on our instructions and in accordance with our Privacy Policy and other applicable initiatives concerning confidentiality and security.
- For legal reasons. We provide personal information to companies, organizations or individuals outside Your Local if we believe in good faith that access, use, preservation or disclosure of the information is necessary to:
  - Comply with applicable laws and regulations and comply with legal proceedings or enforceable governmental requests.
  - Enforce existing policies, including the investigation of potential violations.
  - Detect, prevent, or otherwise protect against problems with fraud, security or technical issues.
- Protect against harm or damage to Your Local, our users or the public's rights, property or safety, as required or permitted by law.

#### **About these Terms and Conditions**

We reserve the right to change these terms or add further terms that apply to the App. This could, for example, be to reflect changes in the law or in our App. Changes due to the features of an App or changes made for legal reasons will be effective immediately. If you do not accept the changed terms and conditions for the App, you must stop using the App.

If you do not comply with these terms and conditions, and we do not immediately take the necessary measures, this does not mean that we waive our rights (such as taking any necessary measures at a later date).

If it turns out that a particular term is not enforceable, this shall not affect the other terms. Any dispute between Your Local and you shall be governed by Danish law and be brought before Copenhagen City Court as the legal venue.

If you have any questions, you can contact Your Local on [hello@yourlocal.org](mailto:hello@yourlocal.org).