

Terms of service

Anywhere

By using Anywhere you agree to these General Terms and the Privacy Policy. If you do not agree, you can not use the service.

1. General

These General Terms apply generally to the use of the service Anywhere (the "Service" or "Anywhere"), and constitute a contract between you and the company providing the Service, Iterate AS, Grensen 17, 0159 Oslo, Norway ("The Company"). These terms govern your access to and use of the Service, and any video, sound, text, graphics, or other materials sent, received, stored or otherwise appearing in the Service (collectively referred to as "Content"). Parts of the Service may display Content that is not Anywhere's ("User Content"). Such content is the sole responsibility of the person or entity that has made it available. When "Content" is used in this document, it refers to both content provided by Anywhere and User Content collectively, unless otherwise specified.

Where applicable, "The Company" shall also be understood as a reference to affiliates, suppliers, partners and other third parties Anywhere may engage or otherwise cooperate with in connection with the Service.

By using Anywhere you agree to these General Terms and the Privacy Policy (collectively referred to as "Terms"). The Terms also include a [Data Processing Agreement](#). If you don't agree to the Terms, you can't use Anywhere.

As an Anywhere user you're either a performer or a spectator. A performer is a user that, alone or together with other performers, is the host of a virtual event streamed on Anywhere. A spectator is someone who watches the show on Anywhere, as an audience. A performer is allowed to be spectators of shows of other Performers. These General Terms apply to both types of users, unless specified otherwise.

We may change these Terms at any time. We keep a historical record of all changes to our Terms on GitHub. If a change is material, we'll let you know before it takes effect provided that we have your correct email address. By using Anywhere on or after that effective date, you agree to the new Terms. If you don't agree to them, you should delete your account before they take effect, otherwise your use of the Service and Content will be subject to the new Terms. For paid versions of the Services or Content that you have already purchased, we will notify you at least 30 days prior to any material changes, including price changes.

2. Age limitation

Performers on Anywhere must be 16 years old or older. By becoming a performer on Anywhere, you affirm that you are over 16 and that you are legally allowed to host live streams that generate revenue. If we learn that someone under 16 is using Anywhere, we'll terminate their account. Spectators must be 13 years or older, with the exception of specific shows with higher age limitation, where spectators must be at the same age or older than the age limitation of the given show. If we learn that a spectator under the age of 13 is using Anywhere, or a spectator under the age limit of a given show is using Anywhere, we'll terminate their account. Tickets bought by spectators that violate age limitations will not be refunded.

These limitations are in place to ensure Anywhere and its users operate within the law, however exceptions might apply depending on the use case. One example is using Anywhere in educational settings, contact us if you know this might apply to you.

3. How you can use the Service

Your use of Anywhere requires that you have hardware, software and an Internet connection fulfilling certain recommended requirements, as may be specified in our Support Center. If the recommended requirements are not met, you may still use the Service, but normally with a lower quality or performance. Such reduced quality or performance will not give you the right to claim any compensation from Anywhere.

To be a Performer on the Service, you will need to create a personal Anywhere account. You may register an account by following the instructions on the Website or other instructions prompted to you. You are responsible for providing and maintaining accurate and updated personal information, and for safeguarding your account credentials. You may not select or use an identity of another person with the intent to impersonate that person. You must use a valid email address, and Anywhere reserves the right to verify this at any time. Anywhere will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Your account is strictly personal and shall not be used by any other person without your supervision. Neither shall you assign your account to any other person. You are in any event solely responsible for the use of the Service through your personal user account.

We may change, terminate, or restrict access to any aspect of the Service or your account, at any time, without notice. We reserve the right to impose limitations of use based on what we consider fair or legitimate usage, both for free and paying users.

You are responsible for your use of Anywhere, including the lawfulness of any content displayed, shared, uploaded or otherwise made available by you in the Service ("the User

Content”). For Performers, User Content includes names, description and pictures of events, and you are responsible for ensuring that such information about events does not include Prohibited User Content (as listed below). Events will be promoted on Anywhere and potentially also on other platforms, and Event names must be considered public information. Do not include information that you do not want to make public in Event names and descriptions.

Restrictions on Content and Use of the Service

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety, our users and the public.

We reserve the right to report illegal activity to applicable local authorities.

Prohibited User Content includes, without limitation, content which:

- is offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred, harassment or physical harm of any kind against any group or individual;
- displays or links to pornographic, sexually explicit or any other indecent material;
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorised copy of another person's copyrighted work;
- infringes on other's trademarks, copyright or legal rights
- contains restricted or password only access pages or hidden pages or images;
- solicits passwords or personal data from other users; or
- violates the rights of or harms or threatens the safety of other users or the Service.
- shares Personal information about others, without their consent
- Any use or reliance on any Content or materials posted via the Service or obtained by you through the Service is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Service. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, Content that have been mislabeled or is otherwise deceptive. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content generated or made available via the Service.

We give you a personal, limited, worldwide, royalty-free, non-assignable, non-sublicensable and non-exclusive license to use the software that is provided to you by us as part of the Service for your personal or business use. This license is for the sole purpose of enabling you to use the Service as provided by us, subject to these Terms.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Service, our internal computer systems including technical delivery systems of our subcontractors used to provide the Service; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service or its users.

The Service may contain cryptographic functionality where the export of such could be restricted under applicable export control laws. You shall not export or re-export the Service or parts of it in violation of such laws or regulations.

Charging for Use of the Services

Performers charge ticket fees from spectators through Anywhere. Anywhere in turn charges Performers by taking a transaction fee from each ticket sold. The percentage fee depends on the pricing package selected by the Performer. Anywhere may also charge Performers other fees, if they are specified in pricing packages selected by the Performer.

Payment processing services for Anywhere, including the processing and storing of credit card data, are provided by Stripe Payments Europe, Ltd. ("Stripe") and are subject to the [Stripe Services Agreement — Norway \("Stripe Services Agreement"\)](#). By agreeing to these terms and continuing to operate as a customer of a paid Anywhere plan, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Anywhere enabling payment processing services through Stripe, you agree to provide Anywhere accurate and complete information about you and your business, and you authorize Anywhere to share with Stripe Payments Europe, Ltd. this information and transaction information related to your use of the payment processing services provided by Stripe.

5. Privacy and Personal Data

When delivering the Service, Anywhere will collect and process personal data about you and your use of the Service. By using the Service, you agree that Anywhere can use your personal data in accordance with our Privacy Policy and in accordance with the consents you have given us. The Privacy Policy is available on this page.

Anywhere will comply with Norwegian and EU privacy regulations.

6. Communication

Anywhere may need to send you information about the Service, such as important service announcements and administrative messages, by SMS, email or other means of electronic communication, by posting a notice on the Website, or through any other relevant communication channels.

Anywhere may offer to send you promotional information by SMS, email or other means of electronic communication. You may choose to opt in to receiving such communication and can manage your consents, by sending an email to anywhere@iterate.no.

7. Intellectual Property Rights

All rights, title to and interest in the Service (excluding User Content) are and will remain the exclusive property of Anywhere. The Service and its content are protected by copyright and other intellectual property rights in the country you reside as well as foreign countries.

Except for the limited, personal, non-exclusive, non-transferable and revocable license granted to you for the sole purpose of your use of the Service in compliance with the Terms, you are not granted any ownership of or license to any intellectual property rights in our Service or in the content owned by us or our partners that you access through the Service.

The trademarks, logos, domain names and any other similar signs or symbols which are displayed on the Website or as part of the Service are the registered and unregistered marks of Anywhere. Nothing in the Terms grants you the right to use any such marks.

You retain your rights to any Content you submit, post or display on or through the Service. By submitting User Content, you grant Anywhere, or must procure that your licensors grant Anywhere, a non-exclusive, royalty-free, perpetual, transferable, sub-licensable, irrevocable and worldwide license to use, reproduce, store, modify, distribute, publish and create derivative

works of such User Content for the purposes of providing, monitoring and improving the Service. You represent and warrant that you own any User Content submitted by you or that you otherwise are entitled to submit such User Content and to grant us such license.

8. Termination

You may stop using our Service. To delete your account, email anywhere@iterate.no. The Company reserves the right to terminate the Service and the agreement with you with immediate effect upon written notice to you. No users are entitled to refunds upon termination due to breach of these Terms.

9. Miscellaneous

Disclaimer of warranty. Anywhere provides the Service to you "as is". You acknowledge that the Service is not error-free. You use it at your own risk and discretion. That means the Service doesn't come with any warranty. None express, none implied. The service will be continually developed, and you acknowledge that changes to functionality and layout may be carried out without advance notice. Anywhere makes no warranties, expressed or implied, with respect to the availability, merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, performance and quality of the Service. Anywhere will from time to time have to carry out updates and maintenance of the Service, due to technical, security or operational reasons, during which time the Service might be unavailable. Anywhere will make reasonable efforts to arrange updates and maintenance outside of peak usage hours.

Limitation of Liability. Anywhere shall not be liable for any damages, whether arising under law, contract, warranty, indemnification, tort or otherwise, including, without limitation, incidental and consequential damages, loss of profits or business opportunities, or damages resulting from loss of data or loss of access to the Service. In any event, Anywhere's total liability shall not exceed the amount paid by you for the Service during the last 12 months prior to the incident that causes the liability.

Indemnity. You agree to indemnify, defend and hold harmless Anywhere and its partners from all claims, liabilities and expenses (including reasonable attorney's fees) that arise from your misuse of the Service in breach of the Terms or applicable laws. Anywhere reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall cooperate in good faith with Anywhere in asserting any available defenses.

Partial invalidity. If any provision of the Terms is declared invalid or unenforceable by a court or other binding authority, the remaining terms (or parts), conditions and provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

Force majeure. Force Majeure means any circumstances beyond the reasonable control of either party, including, without limitation, fire, explosion, strikes or other labor disputes, riots or other civil disturbances, voluntary or involuntary compliance with any law, order regulation, recommendation or request of any governmental authority, and errors or downtime in networks, power supply, gateway or similar failures of communication. Neither party will have any liability, other than for the payment of money owing, for their failure to perform any of their contractual obligations arising out of or in connection with events of force majeure.

Assignment. Anywhere is entitled, in whole or in part, to assign its rights and obligations under the Terms to a third party at its own discretion.

Choice of Law and Dispute Resolution. The Terms shall be governed by and interpreted in accordance with Norwegian law. Any dispute, controversy or claim arising out of or in connection with the Terms shall be subject to the jurisdiction of the Norwegian courts with the district court of Oslo, Norway as the legal venue.