



Start building for free



# Sharetribe's Platform Terms & Conditions

Last updated: March, 1st 2018.

These Terms of Use are applicable to the agreement between Sharetribe Oy (Business ID 2432359-2), a limited liability company incorporated and existing under the laws of Finland, having its principal place of business at Erottajankatu 19 B, 00130 Helsinki, Finland ("**Sharetribe**") and yourself as the other party entering into this agreement ("**You**").

You and Sharetribe are hereinafter jointly referred to as the "Parties" and each separately as a "**Party**".

The agreement consisting of these Terms of Use and other documentation referred to in these Terms of Use ("**Agreement**") shall govern Your use of the Sharetribe service that enables You to setup an online marketplace (the "**Service**"). This Agreement governs Your use of any products and services provided by Sharetribe.

By using the Service in any way, You acknowledge, represent and warrant that You have reviewed and accept this Agreement and, if You have indicated that You act on behalf of an entity, are authorized to act on behalf of such entity.

If You do not wish to be bound by this Agreement, do not use, access or register with the Service.

## 1. Service

### 1.1. Marketplace

You may use the Service to set up Your own online marketplace (the "**Marketplace**") subject to the terms and conditions of this Agreement and any policies of Sharetribe as in force from time to time as posted on the website of the Service at [sharetribe.com](https://sharetribe.com).

Unless agreed to the contrary, the Service will be hosted by Sharetribe and may have its own dedicated Internet domain name (agreed separately with You and provided by You). It may be agreed separately that Sharetribe only provides parts of the Service to You, such as only the back-end of the Service, with a front-end supplied by Yourself. For the avoidance of any doubt, in such a case, Sharetribe shall only be responsible for the operation and performance of the Service as provided by Sharetribe, and Sharetribe expressly disclaims any liability with regards to any products and/or services provided by You.

Sharetribe only provides the Service for the purpose of enabling You to set up the Marketplace. Sharetribe does not operate the Marketplace in any way and does not assume any responsibility or liability for any business, transactions and activities carried out in the Marketplace. You are responsible for determining the theme, contents, focus and business idea of the Marketplace. The Marketplace may not be used for business, transactions and activities that are illegal. Furthermore, You agree not to use the Service in any other way that harms or may harm the reputation of Sharetribe, or which may endanger the provision of the Service to other parties. Such activities include, but are not limited to, any unauthorized load testing, security testing or any other use of the Service that causes an unreasonable load on the resources used by Sharetribe to provide the Service.

You are solely responsible for providing the required terms of use, terms of sale, other terms as well as legally mandated documents (including without limitation privacy policies) applicable to the use of the Marketplace by the end-users of the Marketplace (together the “**Marketplace Terms**”). You shall ensure that the Marketplace Terms are available to the end-users of the Marketplace at all times and that such end-users have accepted and shall comply with the Marketplace Terms. You may determine the actual terms and conditions of the Marketplace Terms, but You are solely responsible for ensuring that such terms and conditions comply with all applicable laws, rules and regulations and the terms and conditions of this Agreement at all times.

You are solely responsible and liable for the Marketplace and any business, transactions and activities carried out on the Marketplace. You are solely responsible for any content created for or posted on the Marketplace and understand that Sharetribe does not control such content. Without limiting the foregoing, You are solely responsible for operating the Marketplace in accordance with all applicable laws, rules and regulations and the terms and conditions of this Agreement. Sharetribe reserves the right to remove any and all content from the Marketplace or temporarily suspend the Marketplace when such removal or suspension is necessary to remove content that is not compliant with the terms and conditions of this Agreement from the Marketplace.

You are solely responsible for ensuring that the personal data relating to the end-users of the Marketplace is collected and processed in accordance with all applicable laws. All processing of personal data by Sharetribe on Your behalf shall be subject to the Data Processing Agreement between Yourself and Sharetribe which Data Processing Agreement is incorporated by reference to this Agreement [here](#).

## 1.2. Changes to the Service

The Service is based on the Sharetribe's software platform and will evolve as the platform gets updated. Sharetribe shall have the right to change the Service or any part thereof at any time. Sharetribe shall use reasonable efforts to inform You in advance of any material changes that may affect Your use of the Service in an adverse way. If You do not wish to use the changed Service, You may terminate Your use of the Service and this Agreement effective as of the date on which such changes to the Service would take effect by informing Sharetribe of the termination prior such date.

## 2. Fees and Payment Terms

Fees may be applicable to the use of the Service. Any fees chargeable for the use of the Service shall be agreed separately between the Parties and shall be based on the price lists of Sharetribe as in force from time to time.

Sharetribe reserves the right to change its price lists. Sharetribe shall notify You of a change in the fees charged for the Service at least sixty (60) days in advance. Should You wish not to accept such change in fees, You may terminate this Agreement in accordance with Section 7 below.

Unless separately agreed otherwise, any fees shall be charged monthly in advance. For invoices sent separately, the payment term is fourteen (14) days net from the date of the invoice.

Interest to late payments shall accrue in accordance with the Interest Act (20.8.1982/633, as amended). Sharetribe reserves the right to suspend the provision of the Service due to any payments that remain unpaid after fourteen (14) days from the payment date of the invoice until such due amounts have been paid in full.

All listed fees and any amounts payable are net amounts exclusive of possibly applicable VAT, sales tax, or any other applicable taxes and charges imposed by any government entity in connection with Your use of the Service. You are solely liable for any such taxes and charges.

## 3. Service Levels

Sharetribe will use its reasonable commercial efforts to keep the Service available 24/7 with an uptime percentage as high as possible.

If the Service is available less than 95% of time during any calendar month, You are entitled to service credit ("**Service Credit**") in accordance with the following table by requesting the Service Credit from Sharetribe in writing within thirty (30) days from the end of the relevant calendar month:

Service Availability during the Calendar Month	Service Credit as % of the Monthly Fee
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< 95%

10%

< 93%

25%

< 90%

50%

Sharetribe will deduct the Service Credit from Your next invoice. Service Credits are always compensated by way of price reductions from future invoices, and are not paid out as refunds. If this Agreement is terminated for any reason, all liability of Sharetribe as regards Service Credit shall terminate upon the termination of this Agreement. The Service Credits are calculated only based on the fixed monthly fee, and shall not affect any transaction commissions or other forms of payments paid to the Service Provider.

When calculating the monthly availability, any downtime of the Service shall not be taken into account if it is caused by any of the following:

- Factors outside of Sharetribe's reasonable control, including any force majeure events;
- any reason attributable to any third party used in provision or in connection to providing the service, e.g. payment gateways, hosting providers, name server provider etc.;
- any actions or inactions by You, any party acting on Your behalf, or any other third party;
- planned maintenance.

Service levels and Service Credits set out in this Section 3 are not applied to any Service offerings that are made available to You free of charge. This Section 3 sets out the entire liability of Sharetribe and Your sole remedy for any downtime of the Service. For the avoidance of doubt, Sharetribe assumes no liability as regards any downtime of any Service offerings that are made available to You free of charge.

## **4. Intellectual Property Rights**

### **4.1. The Service**

Any and all intellectual property rights to the Service remain the sole and exclusive property of Sharetribe or third parties. Subject to any fees agreed to be paid for the Service, You are granted, for the duration of this Agreement, a non-exclusive, limited, non-transferable, non-sublicensable right to use the Service for the sole purpose of setting up the Marketplace.

You may choose to use third party services (such as payment services) offered to You in connection with the Service. Such third party services shall be solely subject to their applicable third party terms and conditions.

## 4.2. Marketplace

Any and all intellectual property rights to any material You have provided to the Marketplace shall remain Your sole and exclusive property. You grant Sharetribe a perpetual, irrevocable, royalty-free, non-exclusive, sublicensable and transferable license to use, copy, reproduce, modify, make available and distribute such material for the purposes of making available the Service.

Any and all intellectual property rights to any material provided by end-users of the Marketplace shall remain the property of such end-users or third parties. You undertake to ensure, in the Marketplace Terms, that such end-users grant (and have the right to grant) to You a perpetual, irrevocable, royalty-free, non-exclusive, sublicensable and transferable license to use, copy, reproduce, modify, make available and distribute such material so that You may grant a similar license to Sharetribe for the purposes of making available the Service. You hereby agree to grant such licenses to Sharetribe as you acquire such rights Yourself from the end-users or from other third parties.

You may, at any time during the term of this Agreement, request that Sharetribe provides You with a copy of the material provided by You or by the end-users of the Marketplace. Such material shall be provided by making it available to You in a reasonable manner separately agreed by You and Sharetribe. Sharetribe shall have the right to invoice you any reasonable expenses incurred by Sharetribe as a result of making the material available to You.

## 5. Indemnification

You agree to indemnify, defend and hold Sharetribe, its affiliates, subsidiaries, directors, officers and employees (collectively “**Indemnified Person(s)**”) harmless from and against any and all third party claims and any related liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Your breach of the terms and conditions of this Agreement or in relation to the Marketplace or any business, activity or transactions carried out or performed on the Marketplace.

## 6. No Warranty, Limitation of Liability

Subject to any applicable service levels set out in Section 3, the Service is provided on an “as is” basis, and Your sole recourse in the event Your dissatisfaction with the Service is to terminate this Agreement in accordance with Section 7 below. Sharetribe makes no warranty, express or implied, and expressly disclaims the warranties or conditions of availability, correctness, non-infringement, merchantability, and fitness of the Service for any particular purpose.

In no event shall Sharetribe be liable for any consequential, special, indirect, exemplary, or punitive damages (including without limitation loss of profits or damages caused due to decrease or interruption in turnover or production) whether in contract, tort or any other legal theory, even if Sharetribe has been advised of the possibility of such damages.

The total aggregate liability of Sharetribe under this Agreement is limited to the aggregate amount paid by You as monthly fees for the Service during the three month period preceding the incident on which the relevant claim is based.

Without limiting the foregoing, Sharetribe shall not have any liability for any failure or delay resulting from any condition beyond the reasonable control of Sharetribe, including but not limited to: strikes or other labor conditions; fire, thunderstorms, incidents of severe weather and natural disasters; outages of power, network or network connections; failures, breaches, delays or nonperformance of cloud service providers or other suppliers used in connection with the Service.

## **7. Termination**

The Agreement is valid until terminated by either party in accordance with the following:

(i.) Any offerings or parts of the Service provided to You free of charge may be terminated by You at any time by informing Sharetribe of such termination in writing;

(ii.) Any offerings subject to fees may be terminated by You by informing Sharetribe of such termination in writing at least three (3) days prior to the end of the current invoicing period;

(iii.) Sharetribe may terminate this Agreement and any and all Services provided under this Agreement for convenience and without any liability at any time by a thirty (30) days' written notice.

Either Party may terminate this Agreement for cause by a written notice to the other Party, in case such other Party is in material breach of this Agreement and has not remedied such breach within thirty (30) days of the receipt of a written notice detailing such breach.

Upon the termination of this Agreement for any reason:

(i.) Your right to use the Service shall cease immediately;

(ii.) Sharetribe shall have the right to remove the Marketplace from the Service;

(iii.) Sharetribe shall keep any material provided by You or the end-users of the Marketplace to the Service for a period of thirty (30) days, during which time You may request that Sharetribe makes such material available to You. After such thirty (30) days' period, Sharetribe shall have the right to delete such material without any liability. Sharetribe shall have the right to invoice you any reasonable expenses incurred by Sharetribe as a result of making the material available to You.

If Sharetribe terminates this Agreement for convenience in the middle of a subscription period for which You have paid advance fees, or if You terminate this Agreement due to change(s) made unilaterally by Sharetribe, Sharetribe shall refund You any fees actually paid for the Service in respect of such calendar months during which You cannot use the Service due to the termination.

Payment of refund shall be made upon Your request only and provided that You furnish Sharetribe with Your account number and other such information as is required to make the refund.

Any Sections of this Agreement that by which their nature are intended to survive the termination of this Agreement, shall so survive.

## **8. Other Provisions**

### **8.1 Reference**

Sharetribe may use general information (such as the name and/or logo) related to You and the Marketplace in its marketing of the Service pursuant to good business practices. You may present Yourself on the Marketplace and in public as a user of the Service pursuant to good business practises and reasonable guidelines submitted by Sharetribe from time to time.

### **8.2 Amendments to this Agreement**

Sharetribe may change the terms and conditions of this Agreement or the price list at any time by posting the changed information and documents at sharetribe.com and by using its reasonable efforts to inform You of the change via email, at sharetribe.com or otherwise. Should You not wish to continue the use of the Service under the amended Agreement, You can terminate this Agreement to end on the date on which the changes would take effect by informing Sharetribe of the termination before such date. By continuing to use the Service following such changes You agree to be bound by the amended Agreement. Any other modifications to this Agreement must be made in writing executed by both Parties.

### **8.3 Entire Agreement**

This Agreement (together with a possible separate written agreement referring to and incorporating these terms and conditions) constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all proposals, oral or written, all previous negotiations, and all other communications between the Parties with respect to the subject matter of the Agreement.

For the avoidance of doubt, third party terms and conditions may be applicable to the Service or parts thereof if such third party services are used by You as a part of the Service. In such case any third party terms and condition shall be solely applicable to such third party services.

### **8.4 Independent Contractors**

Nothing in this Agreement shall be construed as creating a partnership, agency, joint venture or any legal entity between Sharetribe and You. Sharetribe is not acting as Your representative or agent with respect to the Service. The relationship between Sharetribe and You is one of independent contractors.

For the avoidance of any doubt, You may not make any commitments on the behalf of Sharetribe.

### **8.5 No Waiver**

The failure to require performance of any provision shall not affect a Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

### **8.6 Severability**

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention, and the remaining provisions of this Agreement will remain in full force and effect.

### **8.7 Assignment**

You may not assign this Agreement or any of Your rights and obligations hereunder to any third Party. Sharetribe may assign this Agreement and any of its rights and obligations under this Agreement to its affiliate or a third party at any time without notice.

### **8.8 Governing Law, Resolution of Disputes**

This Agreement shall be governed by the laws of Finland, excluding its choice of laws provisions.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

Notwithstanding the foregoing, Sharetribe reserves the right to claim any unpaid fees in a public court.

## **Let's build a marketplace!**

- ✓ Launch quickly
  - ✓ Expand on-demand
  - ✓ Support every day
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