

Terms of Use

Thank you for installing an app from Infinite Hooray. We are sure that you will get great benefit from our app, otherwise we would like to hear from you at support@infinitehooray.com

These terms of use apply when you use the services (products) of Infinite Hooray including our application including software, tools, beta services, data, documentation, and website. By using our services you agree to our service terms and other documentation, guidelines, or policies we may provide in writing. Our [Privacy Policy](#) explains how we collect and use personal information.

Create an account

You must be at least 18 years old and able to form a binding contract with Infinite Hooray to use the Services. If you use the Services on behalf of a company, you must have the authority to accept the terms on their behalf. You must provide accurate and complete information to register for an account. You may not make your access credentials, API keys or other account information available to others outside your organization, and you are responsible for all activities that occur using your credentials.

Use of service

We grant you a non-exclusive right to use our services in accordance with these terms. You will comply with these terms and all applicable laws when using the services. We and our affiliates, our business partners own all rights, title, and interest in and to the services.

Restrictions

You may not:

- use the services in a way that infringes, misappropriates or violates any person's rights
- reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the services (except to the extent such restrictions are contrary to applicable law)
- use the services to develop foundation for apps that compete with apps developed by Infinity Hooray
- use any method to extract data from the services, including web scraping, web harvesting, or web data extraction methods, other than as permitted through the API

Third party services

Any third party software, services, or other products used in connection with the services are subject to their own terms, and we are not responsible for third party products

Billing, Payment and Taxes

You will pay all fees charged to your account (“fees”) according to the prices and terms on the applicable app pricing page, or as otherwise agreed between us in writing. We have the right to correct pricing errors or mistakes even if we have already issued an invoice or received payment. You will provide complete and accurate billing information including a valid and authorized payment method. We will charge your payment method on an agreed-upon periodic basis, but may reasonably change the date on which the charge is posted. You authorize Infinite Hooray and our third-party payment processor(s), to charge your payment method for the fees. If your payment cannot be completed, we will provide you written notice and may suspend access to the services until payment is received. By default fees are payable in USD and are due upon invoice issuance. Payments are nonrefundable except as provided in this agreement.

Unless otherwise stated, fees do not include federal, state, local, and foreign taxes, duties, and other similar assessments (“taxes”). You are responsible for all taxes associated with your purchase, excluding taxes based on our net income, and we may invoice you for such taxes. You agree to timely pay such taxes and provide us with documentation showing the payment, or additional evidence that we may reasonably require. Infinite Hooray uses the name and address in your account registration as the place of supply for tax purposes, so you must keep this information accurate and up-to-date.

We may change our prices by posting notice to your account and/or to our website. Price increases will be effective 14 days after they are posted, except for increases made for legal reasons, which will be effective immediately. Any price changes will apply to the fees charged to your account immediately after the effective date of the changes.

If you want to dispute any fees or taxes, please contact support@infinitehooray.com within thirty (30) days of the date of the disputed invoice. Undisputed amounts past due may be subject to a finance charge of 1.5% of the unpaid balance per month. If any amount of your fees are past due, we may suspend your access to the services after we provide you written notice of late payment.

Confidentiality, Security and Data Protection

You may be given access to confidential information of Infinite Hooray, and our business partners. You may use confidential information only as needed to use the services as permitted under these terms. You may not disclose confidential information to any third party, and you will protect confidential information in the same manner that you protect your own confidential information of a similar nature, using at least reasonable care. Confidential information means nonpublic information that Infinite Hooray or its third parties designate as confidential or should reasonably be considered confidential under the circumstances, including software, specifications, and other nonpublic business information. Confidential Information does not include information that:

- is or becomes generally available to the public through no fault of yours;
- you already possess without any confidentiality obligations when you received it under these terms;
- is rightfully disclosed to you by a third party without any confidentiality obligations;
- you independently developed without using confidential information. You may disclose confidential information when required by law or the valid order of a court or other governmental authority if you give reasonable prior written notice to Infinite Hooray and use reasonable efforts to limit the scope of disclosure, including assisting us with challenging the disclosure requirement, in each case where possible.

You must implement reasonable and appropriate measures designed to help secure your access to and use of the services. If you discover any vulnerabilities or breaches related to your use of the services, you must promptly contact Infinite Hooray and provide details of the vulnerability or breach.

If your use of the services involves processing of personal data, you must provide legally adequate privacy notices and obtain necessary consents for the processing of such data, and you represent to us that you are processing such data in accordance with applicable law.

Termination

You may terminate the use of our services at 30 days' advance notice. Likewise, Infinite Hooray may terminate your access to the services for any reason by providing you at least 30 days' advance notice. We may terminate access to our service immediately upon notice to you if you materially breach to conditions mentioned in the "terms of use" or if there are changes in relationships with third party technology providers outside of our control, or to comply with law or government requests.

Indemnification; Disclaimer of Warranties; Limitations on Liability

You will defend, indemnify, and hold harmless us, our affiliates, business partners and our personnel, from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of the services.

THE SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE.

NEITHER WE NOR ANY OF OUR AFFILIATES OR BUSINESS PARTNERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED DOLLARS (\$100).

Dispute Resolution

YOU AGREE TO THE FOLLOWING MANDATORY MEDIATION, ARBITRATION AND CLASS ACTION WAIVER PROVISIONS:

You and Infinite Hooray agree to resolve any claims relating to these terms or our services through final and binding arbitration.

We would like to understand and try to address your concerns prior to formal legal terms action. Before filing a claim against Infinite Hooray, you agree to try to resolve the dispute informally by sending us notice at support@infinitehooray.com of your name, a description of the dispute, and the relief you seek. If we are unable to resolve a dispute within 90 days, you may bring a formal proceeding. Any statute of limitations will be tolled during the 90-day resolution process.

Any dispute arising out of or in connection with this contract, including any disputes regarding its existence, validity or termination, shall be first referred to mediation administered by the Danish Institute of Arbitration in accordance with the Rules on Mediation adopted by the Board of the Danish Institute of Arbitration. If the mediation proceedings are terminated without a settlement, the dispute shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration.

The parties will pay equal shares of the mediation or arbitration fees.

Disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either party from participating in a class-wide settlement of claims.

General terms

These terms do not create a partnership, joint venture or agency relationship between you and Infinite Hooray. Infinite Hooray and you are independent contractors and neither party will have the power to bind the other or to incur obligations on the other's behalf without the other party's prior written consent.

If you do not comply with these terms, and Infinite Hooray does not take action right away, this does not mean Infinite Hooray is giving up any of our rights.

The services may not be used in or for the benefit of, exported, or re-exported into any countries mentioned on UN and EU sanction map (www.sanctionsmap.eu) or to any blocked persons on the OFAC Specially Designated Nationals list. You represent and warrant that you do not violate any sanctions and you are not on any such restricted party lists. You must comply with all applicable laws related to sanctions or restricted party lists, including any requirements or obligations to know your end-users directly.

You acknowledge that if you violate or breach these terms, it may cause irreparable harm to Infinite Hooray and its business partners, and Infinite Hooray shall have the right to seek injunctive relief against you in addition to any other legal remedies.

These terms and any policies incorporated in these terms contain the entire agreement between you and Infinite Hooray regarding the use of the services and, other than any service specific terms of use or any applicable enterprise agreements, supersedes any prior or contemporaneous agreements, communications, or understandings between you and Infinite Hooray on that subject.

These terms will be governed by the laws of Denmark. All claims arising out of or relating to these terms will be brought exclusively in the courts of Aalborg, Denmark.