

Terms and conditions

Introduction

Thanks for using Tworlds! We hope you'll love it just as much as we do and that you'll have beautiful shared little moments of connections with random strangers. :)

First up, some terms; To avoid confusion with Tworlds the app and us the people behind it, we'll call ourselves 'Tworldsome' in the rest of this document. You, the user, we'll call 'user'. We'll keep referring to the app and the service as 'Tworlds'. Lastly, a 'tworld' is when you take a photo of an experience and it gets paired with a photo from someone else about the same experience! The image is matched with the same theme, but for the rest completely at random regarding place and person. A tworld contains the theme and also the location data of both photos. We'll refer to this a couple of times as well.

We also have a privacy policy. This outlines what data we use and for what purposes. It also tells you the services we use, which also have access of some kind to your data. And we'll tell you a bit about our future goals, so you can plan ahead.

Want to contact us? Look at the end of these terms. We've put our contact details down there.

Acceptance

By using Tworlds, you accept these Terms of Service and our Privacy Policy. It's a contract between us, Tworldsome, and you, the user. It outlines what we promise to you and what you promise to us. If you don't accept these terms, don't start using Tworlds.

Modification

We reserve the right to change these Terms without notice, , but we intend to drop you a line anyways when we plan to implement an update. The new Terms will always be available on Tworlds and your continued use of Tworlds will be considered acceptance of them. You are advised to check these Terms regularly.

We may at any time modify or remove any part of or any content from Tworlds without warning or incurring liability as a result of such action.

Age restrictions

Tworlids is centered around sharing and receiving experiences, and getting in dialogue, with other people you probably don't know. This always carries the risk that a young person might see an experience which is unsuitable for them. That's why we have an age restriction.

* If you're 18 and older, you're fine. Don't forget to keep it safe for the kids!

* If you're between 13 and 18 years old, get a guardian's consent before using Tworlids. Let them read this as well, they'll be happier for it. :)

* Are you 12 years or younger? Sorry, you're not allowed to use Tworlids.

Depending on your age, either you or your guardian is responsible for your use of Tworlids. You might see something that you don't agree with, and you are okay with this. Still, if something is not okay, report it to us. We'll do what we can!

Access to tworlids

To access Tworlids, you have to create a Tworlids login.

Since we can't control who you talk to or who has access to your phone, we can't check what you do with your account. So you are responsible for all activities that occur under your account and for preventing unauthorised access. If you need help, because someone else is using your account without your permission, contact us so we can try to help you.

Sharing your photos and location

Tworlids works when you make a photo of an experience that you want to share with someone else, preferably in another part of the world, in exchange for a photo of a similar experience of another person. The photo and its location that you send are your responsibility.

This means that you give us, Tworlidsome, access to your photos and your location when you took the photos. We then send your photo and the location to another person and give you a photo in exchange. This is a tworld. So someone else will see your photo and its location.

Don't worry, people won't see your real, accurate location. Just a general indication, such as 'Amsterdam, NL', 'Santiago, Chile' or 'Beijing, China'.

A particularly nice tworld can be saved and shared as well. For example, through Facebook and Twitter. Nothing as cool like a shared experience to decorate your timeline. ;) We also offer a way to share the tworld through our own website. This does mean that any photo and its location you make could end up on the internet. Be aware of this.

Contacting other users

Tworlds is about sharing, and experiencing interesting and unexpected connections and experiences with one and another. If you're in a dialogue with someone, be respectful.

Content

Tworlds permits you to upload photographs and images to its host server. This permission is strictly subject to your compliance with these Terms. You alone are responsible for your own Images and for the consequences of uploading Images on Tworlds.

Don't be illegal

Don't use Tworlds to do things that are illegal in your country or beyond common sense in other countries. Some examples:

- * Distributing images you don't have permission for.
- * Distributing child pornography.
- * Distributing regular pornography.
- * Threatening or harassing people.
- * Distributing images which are defamatory, threatening or likely to harass, racially or ethnically offensive.
- * Selling weaponry.
- * Encouraging violent and criminal behaviour.
- * Photograph people without written consent and release from every individual person featured in the Images which shows or identifies such individual.

Just don't.

Don't be stupid.

Don't drink and drive. Likewise, don't tworld and drive. Even more, don't use Tworlds in such a way that it could cause harm to you or others.

Reporting photos

Be warned that as a user of Tworlds you may encounter images that some people may find shocking or offensive. We can't actively moderate each and every image, so such images do not mean we endorse or approve of them.

If you think a photo in one of your tworlds is unacceptable, because it violates the law in some way or is just plain wrong, contact us. We'll check it out and if we believe the photo is indeed unacceptable, we'll delete it. We reserve the right to remove images without explanation and without notice. What happens to any tworlds that contain the photo is up in the air for now, but at least the unacceptable photo won't be seen anymore.

We are not responsible for the taste, decency or accuracy of any images. You agree that you have no claims against us in relation to any inaccuracy or offence caused by any images uploaded to Tworlds.

Copyright complaints

Do not upload any material that is the copyright of a third party or subject to the ownership or any other form of intellectual property rights of a third party.

If you see any image on Tworlds which you consider is an infringement of any copyright to which you claim to be entitled please contact us. Supply us with complete and accurate information in respect of the suggested copyright infringement and we will take reasonable steps and remove the copyrighted material from Tworlds.

Banning users

Tworldsome reserves the right to ban users if we believe they cause too much problems. If all photo's that the user sends are unacceptable, for example. Or if the user is using Tworlds to do something illegal.

Depending on why we might ban a user, we'll contact the user first to inform them and enter a discussion first. However, don't count on this.

Ownership of your photos

Any photo you send, keeps being your property. You keep any noteworthy copyright to the photo, and can keep doing with it what

you want. However, you don't get the copyright of the paired photo that contributes to a tworld! This means that you shouldn't use a complete tworld professionally, for example by selling it on posters or tshirts.

You do grant the person receiving your photo in one of their tworlds, the right to share the tworld in its entirety, for example through Twitter. Don't be afraid to share the Tworld spirit!

You grant us, Tworldsome, a worldwide royalty free license to use your photos to promote Tworlds. Below are some examples on what this could mean:

- * We are allowed to publish your photo on our websites and social media accounts. Your tworld might end up in a screenshot on the Apple App Store, for example.

- * When we get publicity, we are allowed to share your photo through that publicity. For example, your photo might be in a tworld that accompanies an article about either us or Tworlds.

- * We might decorate our offices with some very nice Tworlds!

Still, if you do see your photo publicized somewhere and don't agree with that, contact us. We'll do our best to work things out.

Deleting your account

If you want to delete your account, contact us. We'll make sure that this is what you actually meant and delete your account as soon as possible. Any account details will be deleted as well, such as your email, name and password that you used to create the account.

However, we won't delete any photo's that you send to us. Doing this would make a lot of Tworlds unusable and would sadden other users. We want to avoid this as much as possible.

Work in progress

We want to make Tworlds better and better in use and looks. Some elements of Tworlds are in development and some are experimental. We cannot promise that Tworlds is error free or that it will always be reliable. If you encounter problems please help us improve Tworlds and tell us about them.

Your responsibility

We are offering Tworlds as a idealistic yet fun service, something which will surprise and delight our users. However, this also means that our users, including you, could also use Tworlds irresponsibly. Since irresponsible behaviour can result in damages that we could not have prevented in any way, you agree that we can not be held responsible for this.

So, we are not responsible for things like:

- * Any damages because you use Tworlds. For example, you being fired for using Tworlds on the job. Or getting fines because you are a celebrity who is under contract to only use SnapChat.
- * Any damages caused by illegal or stupid photos, as we covered in "Don't be illegal" and "Don't be stupid."
- * Any damages that you incur caused by normal photos that are actually welcomed by Tworlds. If you promised your spouse not to see that girl, don't make a selfie with her.
- * Any damages caused by technical issues that others caused to Tworlds. An example, if someone manages to get a virus on Tworlds.
- * Any direct, indirect, special or consequential damages including loss of business, revenue, profits, data or anticipated savings in relation to your use of Tworlds or any other loss.
- * Any damages that might happen if you can't use Tworlds for any reason, especially reasons that are not under our control.

Even more, if your actions in Tworlds cause any damages, you're responsible and liable for them. It sucks, but causing damages is something for which you should take responsibility.

Liability

We will not be liable to you for any interruption or cessation of transmission to or from Tworlds; any viruses, bugs or similar which may be transmitted to or through Tworlds by any third party; any errors or omissions or for any loss or damage incurred as a result of the use of any content made available on Tworlds.

We are not liable for any loss or damage caused by you being unable to view Tworlds owing to restrictions imposed by your internet service provider including firewalls, browsers, networks and limitations of your equipment.

Indemnity

You agree to indemnify us and our employees and agents from and against all claims for damages or losses and legal costs arising from:

- * Your use of and access to Tworlds.
- * Your contravention of any of these Terms.
- * Your contravention of any rights of third party including copyright, other intellectual property or privacy rights.
- * Any claim we may make that your Images have caused damage to a third party.

Copyright

We've put a lot of energy in developing Tworlds, how it works and how it looks. You are allowed to talk about us, but any intellectual property rights relating to Tworlds are and remain ours. So things like our designs, our use of Tworlds and tworld as a trademark and other things on which we get automatic copyright because we created it.

You will not copy, download, transmit, reproduce, print or exploit for commercial purposes any Images uploaded to or transmitted by Tworlds.

Like we said before though, your photo's remain yours. You've allowed us a licence to use your photo in some ways in as we described in 'Ownership of your photos'. Don't forget to respect other's ownerships over their photos.

Dutch law

At the moment, Tworldsome operates in The Netherlands. Come visit, it's a nice country. A bit flat, though.

Because we operate in The Netherlands, it's hard for us to protect ourselves in other parts of the world. That's why, by using Tworlds and agreeing to these Terms of Service, you agree to handle any litigation or court matters with us in a courthouse in The Netherlands, under Dutch laws.

They're very decent laws, so you should feel comfortable handling matters like that here.

Contact us

If you have any questions about these Terms of Services or have any suggestions, don't hesitate to contact us. We've tried our best to keep these as readable as possible, but if you need any clarifications, we'll be happy to oblige.

You can reach us at the following address:

Tworldsome
Veemkade 582
1019 BL Amsterdam
The Netherlands

or at the following email address: hello@tworldsapp.com

Privacy Policy

Introduction

We, Tworldsome, offer you Tworlds as a surprising and delightful service. But, because Tworlds wouldn't work otherwise, we collect and use some of your personal information. This Privacy Policy explains what information we collect and how we use it.

There are some expressions that we use in this policy, such as 'tworld', which are explained in our Terms of Services. Since you have to agree to the Terms of Services before using Tworlds, make sure you have read them.

What information we collect

Tworlds is a service that pairs photos and the location of where they were taken. To offer this, we collect the following bits of information from you:

- * Any personal information you provide us with by logging in with your personal Tworlds account. Most important for us is your name and email. We use this information to create a proper Tworlds account for you. We also use it to send you necessary mails about Tworlds and we initially subscribe you to our newsletter.
- * We log your device's IP address. If you connect through Tworlds, we log that activity to help us with detecting bugs or weird things that happen with Tworlds, or to investigate issues people report to us.
- * Any photos that you make for a Tworld. We pair these photos with others to create a tworld and show it to other users. We may also use your photo for promotion of Tworlds as we explained in our Terms of Services.
- * Your location at the moment you make photos for Tworlds. We use this to try and pair photos based on location. A shared moment from far away can be more interesting than a moment nearby.

What we do with your information

We mentioned why we need your personal information above, but here we will list what we use it for:

- * To create your account and provide you with the features of Tworlds.
- * Your email address will be used to send you necessary mails about Tworlds.
- * Your email address will be subscribed to our newsletter. This newsletter contains things related to Tworlds or Tworlds that you might like. If you don't, you can always unsubscribe.
- * Your photos and location will be used to create tworlds and shared with other users.
- * Any other information mentioned in "What information we collect" that we do collect, we use to improve Tworlds.

We may use aggregated information for the purpose of monitoring use of the Tworlds Application. But we promise we won't share it with any third parties, unless you give us permission first.

Your photos and location of those photos will be shared with other Tworld users (as part of a tworld). However, this is never the exact location, only the country and city. However, if you are the only one with Tworlds in a 20-people hamlet, people may deduce who you are.

Protection of information

Applications are not a secure medium. However, we have put in place recommended up to data security measures and will review these and keep them updated regularly.

Subject to the terms of this Privacy Policy, we keep your information confidential. To ensure that we are able to maintain confidentiality you must comply with the Terms and Conditions for the use of Tworlds.

You agree not to collect any personal information on other living individuals by your access to Tworlds and Images sent to you by others.

Modification

This Privacy Policy is subject to change. We reserve the right to change this Privacy Policy without notice, but we intend to drop you a line anyways when we plan to implement an update. The new Privacy Policy will always be available on Tworlds and your continued use of Tworlds will be considered acceptance of them. You are advised to check this Privacy Policy regularly.

We may at any time modify or remove any part of or any content from Tworlds without warning or incurring liability as a result of such action.

Your Consent

This Privacy Policy is subject to the Terms and Conditions for the use of Tworlds.

By setting up your account and submitting your Images to Tworlds you consent to the use of that information and content as set out in this Privacy Policy.

Contact us

If you have any questions about this Privacy Policy or have any suggestions, don't hesitate to contact us. We've tried our best to keep these as readable as possible, but if you need any clarifications, we'll be happy to oblige.

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