Welcome

Hello, pals! This User Agreement ("**Terms**") applies to your access to and use of our apps, services, and other tools and software.

Our mission at Palsup is to create a comfortable environment for our pals to feel the real sense of community and help them to extend their social circles by joining like minded pals all over the world. A group of wise men once built a city in the middle of a desert with nothing but love and [10 principles](https://burningman.org/culture/philosophical-center/10-principles/).

We encourage our pals to follow the following principals adapted from those [10 principles](https://burningman.org/culture/philosophical-center/10-principles/)

to build an inclusive community for all of our members:

Radical Inclusion  
Anyone may be a part of our communities. We welcome and respect the stranger. No prerequisites exist for participation in our community, only you need to be older than 13 years to join.

Radical Self-expression  
Any one is entitled to express their views and thoughts on our application as long as they are not harmful to our members or our communities. We will take action to remove the content that seems to be intended to harm a specific person, community, or society.

Communal Effort  
Our community values creative cooperation and collaboration. We strive to produce, promote and protect social networks and communities that can bring our pals together. We believe there is a caring community for everyone in this world that they feel belonged. Our mission is to help our users to discover other like-minded pals to create those communities together.

Civic Responsibility  
We value civil society. Community members who organize events should assume responsibility for public welfare and endeavor to communicate civic responsibilities to participants. They must also assume responsibility for conducting events in accordance with local, state and federal laws.

**Participation**  
Our community is committed to a radically participatory ethic. We believe that transformative change, whether in the individual or in society, can occur only through the medium of deeply personal participation. We achieve being through doing. Everyone is invited to work. Everyone is invited to play. We make the world real through actions that open the heart.

**Immediacy**  
Immediate experience is, in many ways, the most important touchstone of value in our culture. We seek to overcome barriers that stand between us and a recognition of our inner selves, the reality of those around us, participation in society, and contact with a natural world exceeding human powers. No idea can substitute for this experience. We encourage all of our members to practice mindfulness of themselves, their environments, and the other community members.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with Palsup and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

2. Privacy

Our [Privacy Policy](https://join.palsup.com/privacy.html) (<https://join.palsup.com/privacy.html>) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Palsup and its affiliates.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services 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 Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

Palsup respects the intellectual property rights of others and expects users of the Services to do the same. We reserve the right to remove Content alleged to be infringing or harmful without prior notice, at our sole discretion, and without liability to you. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by contacting us at yourpal@palsup.com

**Your Rights**

You retain your rights to any Content you submit, post or display on or through the Services. What’s yours is yours — you own your Content (and your photos and videos are part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Palsup to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Palsup, or other companies, organizations or individuals, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

Palsup has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

**Your Account**

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

**Your License to Use the Services**

Palsup gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Palsup, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Palsup name or any of the Palsup trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Palsup and its licensors. Any feedback, comments, or suggestions you may provide regarding Palsup, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

**Ending These Terms**

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to prolonged inactivity; or (iv) our provision of the Services to you is no longer commercially viable. In all such cases, the Terms shall terminate

5. Disclaimers and Limitations of Liability

**The Services are Available “AS-IS”**

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. The “Palsup Entities” refers to Palsup, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE PALSUP ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Palsup Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Palsup Entities or through the Services, will create any warranty or representation not expressly made herein.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at join.palsup.com/privacy.html, will govern our relationship with you. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and Palsup. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Palsup’s failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

**Effective**: September 30, 2020