



Have a Fire Conversation

Terms of Use

Last Modified: November 17, 2015

LIT is an iOS keyboard community centered on pop-culture. Users have the ability to create, share, and curate content into personalized collections of content, which is accessible directly from the native keyboard.

1. The Service

The Service consists of, together:

- a the LIT mobile application (the “App”); and
- b the LIT web tool, available at <http://www.itslit.com> (the “Website”).

2. Alterations and Updates

2.1. We may update these Terms from time to time to reflect any changes: (i) in our policies or relevant laws; (ii) in the functionality of the Service; or (iii) imposed on us by any third party suppliers. Any updates will take into account your reasonable interests in the Service and will be notified to you by email within a reasonable time before the change takes effect. Changes will not apply retrospectively and the updated Terms will become effective after they are notified to you. If you do not agree with the updated Terms you should stop using the Service. If you do not object to the updated Terms within a reasonable time after they are notified to you the updated Terms are deemed accepted by you. We will highlight the option to object to the modifications to the Terms and the deemed acceptance in the notification email.

2.2. We reserve the right to withdraw, take down or amend all or part of the Service and all or part of the content available on the Service at any time to, for example, reflect changes to the law or new technical developments. Any changes will take into account your reasonable interests. Access to all or part of the Service may be restricted from time to time to allow for repairs, maintenance or updating. This may result in you not being able to use the Service until you have downloaded the latest version and accepted any new terms.

3. Access/Use of the Service



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3.1. You can access the Service either:

- a via the App, by downloading the App, creating an account, either selecting a sound recording from the LIT catalogue or uploading a sound recording from your own device, and then recording a video in relation to that sound recording. This will result in the sound recording being combined with the video, creating a “Dub”. Dubs are stored in your device’s local memory and can be shared with your contacts via certain third party services, such as Facebook Messenger, Whatsapp and iMessage; or
- b via the Website, by accessing the Website via a compatible web browser, creating an account and using the uploader tool to edit and upload sound recordings to the LIT catalogue.

3.2. To use the service you must be eighteen (18) years old or older. By using the Service you promise to us that you accept these Terms and that: (a) you are 18 years of age or over, or (b) you are 13 years of age or over and have permission to use the Service from your parent or legal guardian. If we reasonably believe that you do not sufficiently fulfill these criteria, we may suspend your use of the Service until you have provided us with acceptable proof of age.

3.3. We advise parents who permit their children to use the Service to be aware that the Service is not intended for children under 18. The content made available on the Service is user generated and may not be suitable for children.

3.4. To access certain functions on the Service, you will need to register with us via Facebook or Twitter. To register, you must provide us with your email address, age, a name via Twitter or Facebook. Your name will appear alongside any content or keyboards you upload to the Service. You must make sure that your name complies with these Terms.

3.5. You are responsible for your account with us and any activity that takes place on your account, whether or not such activity was authorized by you. You must ensure that the details you provide to us are correct and kept up to date and that your password is, and remains, secure and confidential. You must inform us of any changes to the details you provided when registering with us.

3.6. We reserve the right to suspend or remove your account, cancel, reassign or disable your name or password and/or prohibit your use of the Service, without prior notice, if we believe there may have been a breach of security or if activities occur on your account that we believe breach these Terms.

3.7. Access to and use of the Service requires a compatible device and internet connection. Although we are working to ensure that the Service is compatible across



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various devices, we cannot guarantee that the Service will work with all devices. The Service currently requires:

- a or the App, smartphones with a video camera function, 30MB of spare storage capacity and running either the Android 4.1 (or later) or iOS7 (or later) operating systems; or
- b for the Website, Google Chrome, Mozilla Firefox or Apple Safari web browsers.

3.8. It is your responsibility to ensure that your device complies with these requirements. Your use of the Service may vary in functionality, availability and quality depending on the type of the device and the operating system that it uses and Lit accepts no responsibility for any lack of functionality that is due to your equipment (including your device, internet connection, operating system or settings and software).

3.9. It is your responsibility to pay for all costs and expenses that you may incur while using the Service (including, but not limited to, all telephone call or line charges or Internet data service access charges).

4. User-Generated Content

4.1. You are solely responsible for your use of the Service and any sound recordings (“Sound Recordings”), Dubs, videos, words, information, messages and any other content that you upload to or create via the Service, whether privately transmitted or made publicly available (together, “User Content”). You retain ownership of your User Content.

4.2. Sound Recordings that you upload to the Service are made public to other users of the Service. By uploading Sound Recordings, you understand and agree that your name will be made public in relation to each Sound Recording and that you grant Lit and our affiliates the right to display and otherwise use your user name in connection with the Sound Recordings.

4.3. Any Dubs or other videos that you take in connection with the Service are stored locally and are not uploaded to the Service.

4.4. You understand and agree to comply with all applicable laws in relation to your use of the Service and User Content.

4.5. You shall at all times ensure that your User Content does not:



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- a contain any content, information or material that infringes the rights of any third party including copyright, trade mark rights, confidential information or rights of privacy;
- b violate any applicable laws;
- c contain any content or material that is offensive, abusive, defamatory, libelous, derogatory, bullying, discriminatory, obscene, violent, sexually explicit, indecent, which promotes or encourages violence, terrorism or any other illegal acts or which is likely to harass, upset, embarrass, alarm, inconvenience or annoy any person;
- d in any way promote or incite anyone to commit or assist in any unlawful or criminal activity or anti-social behavior, or encourage activities which could endanger the safety or wellbeing of others;
- e identify any person without their consent, or the consent of their parent or legal guardian if they are under 18 years of age;
- f disclose anyone's personal contact details or invade their privacy;
- g contain any viruses or other malicious or harmful programs; or
- h include any advertising or promotional messages.

4.6. Furthermore, you understand and agree that you will not do or attempt to do, or cause any third party to do or attempt to do, any of the following in connection with your use of the Service:

- a Use the Service or User Content available on the Service other than as expressly permitted by these Terms and the normal functionality of the Service;
- b transmit other people's personal and/or confidential information, such as credit card numbers, account passwords etc.;
- c use the Service for any illegal purpose, in an unlawful manner or in any manner inconsistent with these Terms;
- d impersonate or pretend to be anyone else through your use of the Service;
- e use the Service in a way that could damage, disable, overburden, impair or compromise the Service, our systems or security or interfere with other users;
- f use any program or other means, including but not limited to scripts, spiders and robots, whether manually or automatically, to extract, download, index, mine, scrape, reproduce or circumvent the presentation, operation or intended use of the Service or any features or functions of it;
- g copy, modify, decompile or otherwise interfere with any part of the Service;
- h make alterations to, or modifications of, the whole or part of the Service, or permit the Service or any part of it to be combined with, or become incorporated in, any other programs;



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- i hack into, or insert malicious code, including viruses, or harmful data, into, the Service; or
- j infringe our intellectual property in relation to your use of the Service.

4.7. You acknowledge and agree that we are merely a passive conduit and hosting service for User Content and that we play no active role in the distribution or presentation of User Content.

4.8. We are under no obligation to monitor User Content posted on the Service and we cannot and do not take any responsibility for such User Content, nor do we endorse, support or guarantee the completeness, accuracy or reliability of any User Content or communications posted via the Services or opinions expressed therein. Use of or reliance on any User Content or materials posted via the Service or obtained by you through the Service is at your own risk.

4.9. Lit shall not be liable in any way for User Content, including, but not limited to, any errors or omissions contained therein, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Service or broadcast elsewhere.

4.10. If we, in our sole discretion, believe that there has been a breach of these Terms, or we have reasonable grounds to believe that you are likely to breach these Terms, we may take any action we think is necessary to protect the Service and its users. We may withdraw your right to use the Service, remove your User Content from the service, take legal proceedings against you (for example, if we have had to pay damages because of your User Content, we will claim to get that amount back) and other action we deem appropriate.

5. License of the Service

Subject to your compliance with these Terms, Lit grants you a personal, worldwide, royalty-free, non-transferable and non-exclusive license to download and/or use the Service, subject to these Terms and the Privacy Policy.

6. Lit Rights

6.1. All rights, titles and interests in and to the Service (excluding content uploaded or otherwise provided by users) are and will remain the exclusive property of Lit and its licensors.



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6.2. By uploading any Sound Recordings to the Service, you grant Lit a worldwide, unrestricted, non-exclusive, royalty-free, transferable license to use any Sound Recordings that you upload to the Service, along with your name, in connection with the Service, subject to these Terms and our Privacy Policy.

7. Copyright, Reporting and Notice & Takedown Policy

7.1. Lit respects the intellectual property rights of others and expects users of the Service to do the same.

7.2. If you discover any Content on the Platform that you believe infringes your copyright, please report this to us in writing including the following information:

- a a statement that you have identified Content on the Platform that infringes your copyright or the copyright of a third party on whose behalf you are entitled to act;
- b a description of the copyright work that you claim has been infringed;
- c a description of the Content that you claim is infringing and details of where on the Platform the Content that you claim is infringing may be found;
- d your contact information including your full name, address and telephone number and a valid email address on which you can be contacted;
- e a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; and
- f a statement by you that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
- g
- h In addition, if you wish for your notice to be considered as a notice pursuant to the United States Digital Millennium Copyright Act 17 U.S.C. §512(c), please also include the following:
 - i a declaration, under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of the exclusive copyright that is allegedly infringed; and
 - j your electronic or physical signature (which may be a scanned copy).

7.3. If you receive or encounter sound recordings or other content which you find offensive via the Service, or you believe a user is in violation of these Terms and/or the Privacy Policy, we recommend contacting the relevant user directly and attempting to reach a mutually agreeable solution.

8. Advertising

We may deliver advertising to you in conjunction with your use of the Service.



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9. Privacy

Information that you supply to Lit is subject to our Privacy Policy, which governs our collection and use of your information, which may include personal data. As part of our provision of the Service, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services, which you may not be able to opt-out from receiving.

10. Third Party Services

The Service includes and links to features and services (including but not limited to, social applications like Facebook and WhatsApp) that are provided by a third party. We do not control such third party sites or services and are not responsible for the content or functionality of such sites or services. Our inclusion of links does not imply any endorsement or association with their operators. The terms applicable to the use of such third party services will apply and we will not be responsible for anything that is done by you or the third party service provider in connection with your use of their service.

11. Termination

11.1. We may suspend or terminate your use of and access to the Service at any time and for any reason, in our sole discretion. Such suspension or termination shall not limit our right to take any other action against you that we consider appropriate.

11.2. You may terminate your use of the Service at any time by ceasing to use the Service and/or deleting the App from your Device. Please note that, deleting the App from a device will not delete your profile and any Sound Recordings that you have uploaded will remain on the LIT catalogue.

11.3. In the event of such termination by either party, these Terms will terminate, but the following provisions will continue to apply: Sections 3, 4, 6, 7, 9, 10, 11, 12, 13 and 14.

12. Representations and Warranties

12.1. You promise to us that:

a your User Content will not infringe the rights of any third party, including any intellectual property rights, rights in confidential information or rights in privacy;



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- b you have obtained all necessary permissions and consents from any persons appearing in User Content; and
- c your User Content will comply with these Terms.

12.2. Subject to Section 13 of these Terms, you agree to compensate us for any losses or costs we may reasonably and fairly incur as a result of any breach by you of these Terms where you are at fault for such breach. You will not be required to compensate us under this Section if your breach of these Terms arises out of our negligence or our breach of these Terms.

13. Disclaimers and Limitations

13.1. YOUR USE OF THE SERVICE IS ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE SERVICE AND ANY CONTENT OR MATERIAL DISPLAYED ON THE SERVICE IS PROVIDED WITHOUT ANY GUARANTEES, CONDITIONS OR WARRANTIES AS TO ITS ACCURACY, SUITABILITY, COMPLETENESS OR RELIABILITY. WE WILL NOT BE LIABLE TO YOU FOR THE UNAVAILABILITY OR FAILURE OF THE SERVICE.

13.2. WE EXPRESSLY EXCLUDE OUR LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SERVICE BY ANY PERSON IN CONTRAVENTION OF THESE TERMS. YOU UNDERSTAND THAT DUBS, SOUND RECORDINGS AND ANY OTHER CONTENT AVAILABLE ON THE SERVICE IS PROVIDED BY USERS, NOT US, AND WE ARE NOT RESPONSIBLE OR LIABLE TO YOU FOR THIS CONTENT ON THE SERVICE.

13.3. WE EXPRESSLY EXCLUDE ANY LIABILITY FOR (A) ANY LOSS OR DAMAGE THAT WAS NOT REASONABLY FORESEEABLE BY US AND WHICH IS INCURRED BY YOU IN CONNECTION WITH THE SERVICE, INCLUDING LOSS OF PROFITS; AND (B) ANY LOSS OR DAMAGE INCURRED BY YOU AS A RESULT OF YOUR BREACH OF THESE TERMS.

13.4. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE, REGARDLESS OF THE FORM OF ACTION OR BASIS OF ANY CLAIM. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO TERMINATE YOUR USE OF THE SERVICE.

13.5. Nothing in these Terms shall limit or exclude our liability for: (i) death or personal injury resulting from our negligence; (ii) intentional acts, fraud or fraudulent misrepresentation; and (iii) any other liability that cannot be excluded or limited by law.



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14. Termination

We may terminate these Terms and close your account at any time without notice, if we cease to provide the Service.

15. Other Terms

15.1. Lit may assign, sub-contract and/or otherwise transfer any or all of our rights and/or obligations under these Terms to any company, firm or person. You may not transfer your rights or obligations under these Terms to anyone else.

15.2. Each of the provisions of these Terms operates separately. In the event that any of the provisions in these Terms are held to be unlawful or unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

15.3. These Terms and our Privacy Policy constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements or communications.

15.4. No person who is not party to these Terms may enforce any term of it.

15.5. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with German law and the parties hereby submit to the exclusive jurisdiction of the German courts to settle any claim or matter arising in relation to these Terms or its subject matter or formation (including non-contractual disputes or claims).