Terms of Service

DoSomething Pte Ltd’s Terms of Service

Last Updated: 1 April 2016

PLEASE READ THIS DOCUMENT CAREFULLY

Do Something Pte. Ltd. (“**Company**", "we", or "us") operates the DoSomething mobile app (“**DoSomething App**”) and related website www.dosomethingapp.com (“**Website**”). DoSomething App and Website shall hereinafter be collectively termed as "DoSomething", and as the context so requires, may refer to both of the DoSomething App and Website collectively or to either one or the other, i.e. such aforesaid provisions shall apply to all parts/components of DoSomething. By accessing, downloading, installing or using DoSomething in any way, you accept these Terms of Service ("**Agreement**").

We also reserve the right to amend any provision of this Agreement at any time in our sole discretion without any prior notice to you, and you agree that it is your responsibility to check for the updated terms of this Agreement on the DoSomething App and/or the Website regularly. By your continued use of DoSomething, you shall be deemed to have accepted all amendments to this Agreement as implemented by the Company. If you do not wish to be bound by this Agreement, do not use DoSomething.

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1. Who May Use DoSomething

You must be at least 18 years old to use DoSomething. In the event that you are under 18 and you wish to use DoSomething, please seek consent from your parents or legal guardian. We will not be liable in any manner whatsoever whether directly or indirectly for any results or consequences arising from any prohibited use of DoSomething. We will immediately suspend access to DoSomething without any prior notice if we suspect that any DoSomething user is below 18, however, it is the duty of parents and legal guardians to ensure that their children/wards are not using DoSomething without parental/legal guardian consent. We are not able to verify or monitor the age of DoSomething users. By using DoSomething, you represent and warrant that you are above 18 years of age, have the right, authority and capacity to enter into this Agreement and be fully bound by and abide by all of the terms and conditions of this Agreement, have never been convicted of a serious criminal offence, and are not required to register as a sex offender with any government entity. You agree that should any of the aforegoing representations be untrue at any point in time, you will fully defend, hold harmless and indemnify the Company, its related entities, each of their respective officers, directors, employees, shareholders, agents and subcontractors (collectively “**Indemnified Persons**”) from any and all damages, costs and losses howsoever resulting from any claims against any Indemnified Persons arising from your breach of your representations, including but not limited to fines, penalties, settlement amounts, judgments, and legal costs (on a client-lawyer basis).

1. Intellectual Property and License to Use DoSomething
2. All content, including any write-ups, diagrams, charts, layout, photographs and drawings, as displayed on DoSomething are protected by copyright, design registrations, trade mark registrations and/or other intellectual property rights (whether owned by us or licensed to us). You agree therefore that without our prior written consent, you are not permitted to reproduce, copy, download, extract, store, distribute, sell, modify or create derivative works from, any part of the content found on DoSomething. We reserve our rights to take legal action against you for any such unauthorised use of our contents.
3. All company names (including Do Something Pte. Ltd., the company names of our affiliated entities and our advertisers), logos, trade marks, service marks, brands (collectively the "**Branding**") represented on DoSomething belong to the Company or to third parties who have agreed to display their Branding on DoSomething. You are therefore not permitted to copy, replicate, modify, extract, download or howsoever use any such Branding for any purpose whatsoever without our prior written consent.
4. DoSomething is the property and asset of Do Something Pte. Ltd., including all inherent intellectual property rights. Do Something Pte. Ltd. grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use DoSomething for your own personal, non-commercial purposes only. Except as expressly permitted by the Company in writing, you will not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble DoSomething (or any part thereof). You will also not take any measures nor assist any third parties to interfere with or damage DoSomething in any manner whether directly or indirectly, including but not limited to its functions, usability, accessibility and security. All rights not expressly granted by the Company in this Agreement are reserved.
5. Privacy. Your privacy rights are set forth in our Privacy Policy (“Privacy Policy”), which forms an integral part of this Agreement. Please review our Privacy Policy to learn about: What information we may collect about you, what we use that information for, what third-party information, if any, you are agreeing to share by using DoSomething; and with whom we share that information. In the event that you do not agree with any terms of our Privacy Policy, please stop using DoSomething immediately.
6. Registration. To use DoSomething App, you may register an account with your Facebook login details, which means that you are authorising us to access certain information in your Facebook account, including information about Facebook friends you might share in common with other DoSomething users. By allowing us to access your Facebook account, you expressly acknowledge and agree that we may obtain and share your name and a profile picture, as well as the name and profile picture of your Facebook friends who are common Facebook friends with other DoSomething users in your network or geolocation. Please take precautions to protect your password and contact us at help@DoSomethingapp.com if you believe an unauthorised person has accessed your account.
7. Term and Termination; Account Deletion
8. This Agreement begins on the date you first use DoSomething and continues until terminated in accordance with the provisions hereof or when you completely stop all use of DoSomething (including ceasing to access the Website), whichever is the later. The Company may without prior notice to you, suspend, disable, or delete your account (or any part thereof) in the DoSomething App or stop your access to the Website if the Company in its sole discretion determines that you have violated any provision of this Agreement or that your conduct or content would potentially damage the Company’s reputation or goodwill. If the Company deletes your account to the DoSomething App for the foregoing reasons; you agree not to re-register under a different name.
9. The Company may at any time terminate at its convenience this Agreement in relation to your DoSomething App and therefore your DoSomething user account for the DoSomething App with one (1) month’s prior written notice to you.
10. Upon termination, all licenses granted by the Company hereunder this Agreement will terminate. In the event of account deletion for any reason whatsoever, content that you have submitted may no longer be available or retrievable. The Company shall not be responsible for the loss of such content.
11. In the event that you have a paid subscription to the DoSomethingApp which you have signed up for via GooglePlay/AppStore, termination of your paid subscription must be done on your end via GooglePlay/AppStore. Should you fail to do so, you shall still continue to be charged for your paid subscription for which you are fully responsible for paying.
12. Disclaimers; Limitation of Liability
13. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER DOSOMETHING USERS. YOU UNDERSTAND THAT THE COMPANY CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS. THE COMPANY ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. THE COMPANHY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USER. THE COMPANY RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.
14. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF DOSOMETHING, INCLUDING WITHOUT LIMITATION, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THE DOSOMETHING SERVICE OR PERSONS YOU MEET THROUGH DOSOMETHING. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SERVICE, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON. YOU ACKNOWLEDGE THAT ULTIMATELY YOU DECIDE ON YOUR OWN COURSE OF ACTION AND SCOPE OF INTERACTION IN RELATION TO OTHER DOSOMETHING USERS AND THEREFORE YOU AGREE THAT YOU TAKE FULL RESPONSIBIITY FOR ANY AND ALL CONSEQUENCES AND WILL NOT HOLD THE COMPANY LIABLE IN ANY MANNER WHATSOEVER AS THE COMPANY IS MERELY PROVIDING A MOBILE SOCIAL PLATFORM.
15. The Company reserves the right to modify DoSomething at any time without prior notice to you. You are responsible for providing your own hardware and connectivity to access DoSomething. The Company has no obligation to screen or monitor any content input by other DoSomething users and does not guarantee that any content available on DoSomething is suitable for all users.
16. The Company provides DoSomething on an "as is" and "as available" basis. You therefore use DoSomething at your own risk. The Company expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to any implied warranties of merchantability, fitness for a particular purpose (even if the Company has been advised in advance of such purpose), non-infringement, security, and any other warranty that might arise under any law. Without limiting the foregoing, the Company makes no representations or warranties:
17. that DoSomething will be permitted in your jurisdiction;
18. that DoSomething will be uninterrupted or error-free;
19. in relation to any content submitted by any user;
20. in relation to any third party's use of content that you submit;
21. that any content you submit will be made available on DoSomething or will be stored by the Company;
22. that the Company will continue to support any particular feature of DoSomething;
23. that you will meet with like-minded individuals or find a partner by using DoSomething;
24. in relation to sites and resources outside of DoSomething, even if linked to or from DoSomething.
25. To the extent any disclaimer or limitation of liability does not apply under applicable laws, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used DoSomething, and no warranties shall apply after such period. Furthermore, in the event that any exclusion of liability herein this Section 6 is not permitted under any applicable law, you agree that the Company’s aggregate liability to you for any and all claims howsoever arising from this Agreement or your use of DoSomething shall not exceed S$100, and payment by the Company of the said S$100 to you shall satisfy all claims that you may have against the Company and you shall not be entitled to seek any other remedies against the Company.
26. Code of Conduct; Prohibited Activities

In using DoSomething, you must behave in a civil and respectful manner at all times. Further, you undertake not to: Harass or stalk any other person; Harm or exploit minors; Act in a deceptive manner by, among other things, impersonating any person; Collect information about others; You will not express or imply that any statements you make are endorsed by the Company without our specific prior written consent. You will not distribute spam, and will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of DoSomething or its contents. You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information on, via, or from DoSomething without obtaining the prior consent of the owner of such proprietary rights. You will not interfere with or disrupt the services or the site or the servers or networks connected to DoSomething. You will not post, upload, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment howsoever related to DoSomething. The Company has the right, but not the obligation, to monitor all conduct on and content submitted to DoSomething.

1. Content Restrictions
2. You are solely responsible for the content that you publish, upload, display or transmit (hereinafter, "post" or “submit”) on DoSomething, or to other DoSomething users. You will not submit on DoSomething, or to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to the Company or to any other user. If information provided to the Company, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change. The following is a non-exhaustive list of content you may not submit to, on or via DoSomething: is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person; promotes information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18; contains sexually explicit content; provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming"; promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files; solicits passwords or personal identifying information for commercial or unlawful purposes from other users; engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.).
3. Your use of DoSomething, including but not limited to the content you post on DoSomething, must be in accordance with any and all applicable laws and regulations.
4. You may not include in your user profile any telephone numbers, street addresses, last names, URLs or email addresses.
5. Licenses Granted by You

You grant Do Something Pte. Ltd. and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your content submitted to DoSomething. In addition, you waive any so called "moral rights" in your content. You further grant all users of DoSomething permission to view your content for their personal, non-commercial purposes. If you make suggestions to the Company on improving or adding new features to DoSomething, the Company shall have the right to use your suggestions without any compensation to you.

1. Your Representations and Warranties

For each piece of content that you submit, you represent and warrant that: (i) you have the right to submit the content to the Company and grant the licenses set forth above in Section 9; (ii) The Company will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.

1. Indemnification

You will fully indemnify, defend, and hold harmless the Company, its affiliates, and their respective directors, officers, employees, subcontractors and agents, from and against all third party actions that: (i) arise from your activities on DoSomething; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to DoSomething violates any law or infringes any third party right, including any intellectual property or privacy right.

1. Third Party Copyrights and Other Rights Copyright Policy
2. The Company respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that the materials they submit to DoSomething do not infringe any third party copyright. The Company will promptly remove materials if properly notified that the materials infringe a third party's copyright. In addition, the Company may, in appropriate circumstances, terminate the accounts of alleged repeat copyright infringers (whether proven in a court of competent jurisdiction or otherwise).
3. Takedown Notice: If any person believes that his/her work has been copied in a way that constitutes copyright infringement, please provide us with a written notice containing the following information:
4. The full name, address, telephone number, and email address (if any) of the person providing the notice.
5. A description of the copyrighted work that you claim has been infringed.
6. A description of where the material that you claim is infringing is located on DoSomething, sufficient for the Company to locate the material.
7. A statement that you have a good faith belief that the use of the copyrighted work is not authorised by the copyright owner, its agent, or the law.
8. A statement by you that the information in your notice is accurate and, UNDER PENALTY OF PERJURY, you are the copyright owner or authorised to act on the copyright owner's behalf.
9. An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest.

You may submit this information via:

Email: help@DoSomethingapp.com

Takedown Notice Counter-notification

If you believe that your material has been removed by mistake or misidentification, please provide the Company with a written counter-notification containing the following information:

* 1. Your name, address, and telephone number.
  2. A description of the material that was removed and the location where it previously appeared.
  3. A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
  4. A statement that you consent to the jurisdiction of any judicial district where the Company may be found, and that you will accept service of process from the person who filed the original take down notice or an agent of that person.
  5. Your electronic or physical signature. You may submit this information via Email: help@DoSomethingapp.com. Please note that we will provide complete counter notifications to the person making the copyright infringement claim. That person may elect to file a lawsuit against you for copyright infringement. If we do not receive notice that a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we will restore the disabled materials. Until that time, your materials will remain disabled. Warning: In filing a take down notice or counter notification, please make sure that you have complied with all of the above requirements. If we request additional information necessary to make your take down notice or counter-notification complete, please provide that information promptly. If you fail to comply with all of the requirements, your notification or counter-notification may not be processed. In addition, please make sure that all of the information you provide is accurate. PLEASE BE AWARE THAT ANY PERSON WHO KNOWINGLY MATERIALLY MISREPRESENTS THAT ANY MATERIAL OR ACTIVITY IS INFRINGING OR WAS REMOVED OR DISABLED BY MISTAKE OR MISIDENTIFICATION MAY BE SUBJECT TO LIABILITY. If you have questions about the legal requirements of a take down notice, please contact an attorney for more information. If you have questions about the legal requirements of a take down counter-notification, please contact an attorney for more information.

1. Personal Data
2. Personal Data refers to all information that can be used either on its own, or together with other information, to identify an individual. Personal Data includes, but is not limited to date of birth, name, address, personal identification numbers such as NRIC, email address, telephone number, gender, and other personal identifiers. Personal Data however does not include information that is available in the public domain.
3. Your Personal Data submitted to DoSomething is governed by the Privacy Policy of the Company, a copy of which is accessible on the Website. However, as DoSomething is a social platform, your disclosure of Personal Data to other users of DoSomething is subject to the risk that your Personal Data may be misused or disclosed to third parties by other DoSomething users. We are not able to monitor or sanction the acts of other DoSomething users, therefore any Personal Data that you choose to disclose to other DoSomething users is entirely at your own risk and responsibility, and you agree not to hold the Company howsoever liable for any consequences that may ensue.
4. Third Party Websites
5. The Company does not control any links, services, products or resources provided by other third parties referenced or linked to DoSomething, even if such third party’s website or applications may be co-branded with ours by bearing our logo or name. You acknowledge that the Company is unable to control or influence any third parties' actions even if their websites or applications are hyperlinked to DoSomething. Accordingly, should you decide to use or access such third parties’ websites or applications, all use and access are at your sole risk and subject to the terms and conditions of use of the said third parties. If you have any query on the terms and conditions of use of such third parties’ websites and applications or their services or products, please contact the third parties directly.
6. You agree that we may employ cookies, action tags or other legal technological means to record your anonymised accessing of DoSomething for the purpose of providing better services and enhancing your user as well as browsing experience.
7. General Provisions

GOVERNING LAW:

This Agreement shall be governed by the laws of Singapore, without regard to principles of conflicts of law. The Uniform Commercial Code, and the Uniform Computer Information Transaction Act, shall not apply.

DISPUTES:

Any action arising out of or relating to this Agreement or your use of DoSomething must be commenced in in the Courts of Singapore (and you consent to the non exclusive jurisdiction of those courts).

INTERPRETATION; SEVERABILITY; WAIVER; REMEDIES:

Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by the Company in exercising any right hereunder will waive any further exercise of that right. The Company’s rights and remedies hereunder are cumulative and not exclusive.

SUCCESSORS; ASSIGNMENT; NO THIRD PARTY BENEFICIARIES:

This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement or any of its rights or obligations without the Company’s prior written consent. The Company is entitled to assign this Agreement or any part thereof at any time without prior notice to you. No third party shall have any rights hereunder.

NOTICES:

You consent to receive all communications including notices, agreements, disclosures, legal documents, or other information from the Company electronically. The Company may provide all such communications by email or by posting them on DoSomething. Support-related inquiries may be sent to us at help@DoSomethingapp.com. Notices of a legal nature must be emailed to us at help@DoSomethingapp.com together with a copy of the legal documents to be hand delivered or couriered to the following address: Do Something Pte. Ltd.

649 East Coast Road, Singapore 459036

Nothing herein shall limit the Company’s right to object to the invalid service of subpoenas, claims, or other demands.

MODIFICATION; ENTIRE AGREEMENT:

You may not amend any term of this Agreement except with the prior written consent and signature of an authorised representative of the Company on the written amendments.This Agreement, together with any amendments by the Company constitutes the entire understanding between the Company and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same. Any revisions of the Terms of Service by the Company will be effective as of the date it is posted on the Website.