

# Terms of Use

Last updated 2024-05-13

## 1. Acceptance of Terms

By accessing and using the Peach website (<https://peach.nu>), along with any related media forms, channels, mobile websites, or mobile applications connected thereto (collectively referred to as the "Site"), you agree to comply with and be bound by these Terms of Use. These Terms of Use form a legally binding agreement between you and Peach AB ("Peach," "we," "us," or "our"). If you do not agree with these Terms, you must not use the Site.

## 2. Changes to Terms

We reserve the right to modify these Terms at any time. We will notify you of any changes by updating the "Last updated" date of these Terms of Use and through other communications. Your continued use of the Site after such notification of changes constitutes your acceptance of the updated Terms.

## 3. Privacy and Data Sharing

When you use our services, you agree that we may share your personal details for example your name, email address, phone number, personal identification number, and images with creators from whom you book or purchase services. This enables creators to contact you and send you communications such as emails.

## 4. Intellectual Property

All content on the Site, including texts, graphics, logos, icons, images, audio clips, digital downloads, and software, is our property or the property of our licensors and is protected by copyright and other intellectual property laws.

## 5. User Responsibilities

You are responsible for ensuring the information you provide on the Site is accurate and for maintaining the confidentiality of your account information, including your password. You agree to accept responsibility for all activities that occur under your account.

## 6. Account Registration

You may be required to register with the Site to access certain services. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

## 7. Prohibited Activities

You are prohibited from engaging in the following activities on the Site:

- Accessing the Site for unauthorized or illegal purposes, including unauthorized scraping or data harvesting.
- Using automated systems such as bots or spiders to collect data or interact with the Site without express permission.
- Disrupting servers or networks connected to the Site, and breaching site security measures.
- Using the Site to harass, abuse, or harm other persons or to use information from the Site for unauthorized purposes.

## 8. User Content

You may have the opportunity to create or post content on the Site. By posting content, you grant us a non-exclusive, royalty-free, perpetual, and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute, and display such content throughout the world in any media.

## 9. Disclaimers and Limitation of Liability

The Site is provided on an "as is" and "as available" basis. Peach does not guarantee that the Site will be free of defects or disruptions. To the fullest extent permissible by law, Peach disclaims all warranties, express or implied, regarding the operation and use of the Site.

## 10. Indemnification

You agree to indemnify, defend, and hold harmless Peach and our affiliates, officers, agents, employees, and partners from any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising from your use of the Site or any violation of these Terms.

## 11. GDPR Compliance

Peach complies with the GDPR and respects your data rights, including access, rectification, erasure, restrict processing, objection, and data portability. Contact us to exercise these rights. Any data transfer outside the EU is conducted in compliance with applicable data protection laws.

## 12. Dispute Resolution

Disputes arising from these Terms or your use of the Site will be resolved through binding arbitration in Sweden, unless specified otherwise in supplemental terms applicable to certain services.

## 13. General Provisions

If any part of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in effect. These Terms constitute the entire agreement between you and Peach regarding your use of the Site.

## Contact Information:

For any questions or concerns about these Terms or the Site, please contact us at:

Peach AB  
Hälsingegatan 49  
113 31, Stockholm  
Sweden  
Phone: 0705101775  
Email: [team@peach.nu](mailto:team@peach.nu)