



illo – Terms of Service

1. Your Acceptance

- A. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. “Content” includes the data, text, graphics, and other materials you may access through, or provide to the Service. The Service includes all aspects of illo, including but not limited to all products, software and services offered via the illo website
- B. By using or visiting the illo website or any illo products, data feeds, software and services provided to you on or through the illo website (named the "Service") you hereby signify your agreement to these terms and conditions (the "Terms of Service"), and illo's privacy notice at <http://www.illo.com>. If you do not agree to these terms, do not use the Service.
- C. Terms of Service is to be amended from time to time, therefore you should periodically review the most up-to-date version at <http://www.illo.com>. You agree to be bound by such amendments. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. General Use of the Service—Permissions and Restrictions

illo hereby grants you the permission to access and use the Service as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Service or the Content without illo's prior written authorization, unless illo makes such distribution possible through functionality offered by illo.
- B. You agree not to access Content through any technology or means other than the Service itself or other explicitly authorized means illo may designate.
- C. You agree not to use the Service for any of the following commercial uses unless you obtain illo's written approval prior to the sales:
 - of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing data obtained from the Service, unless such sites or blogs contains other material than material obtained from illo and is of sufficient value to be the basis for such sales.
 - of advertising, sponsorships, or promotions placed on or within the Service
 - of access to the Service;
- D. Prohibited commercial uses do not include:
 - uploading or maintaining original data to illo, to promote your business or enterprise;
 - showing or displaying illo data, analysis or views on an ad-enabled blog or website, given the advertising restrictions set forth in Section 4.C
- E. If you use illo you agree that updates are automatically installed from time to time from illo. These updates may take the form of bug fixes, modified functions, new modules and new versions.
- F. You agree not to alter or modify any part of the Service.



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- G. You agree not to use or launch any automated system that can generate more request messages to the illo servers than a human manually can produce in the same period. illo can, in writing grant users permission to use automated systems to download or upload data from the site. illo has the right to revoke such exceptions generally or in specific cases.
- H. In your use of the Service, you will comply with all applicable laws.

3. Service

- A. The Service contains links to third party websites. Illo takes no responsibility for, the content, privacy policies, or practices for such sites. In addition, illo do not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve illo from any and all liability arising from your use of any third-party website.
- B. illo encourage you to read the terms and conditions and privacy policy of each other website that you visit.

3. illo Accounts

- A. In order to access advanced features in illo, you will have to create an illo account. You may never use another's account without permission. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. In any case of breach of security or unauthorized use of your account you must notify illo immediately.
- B. Although illo will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of illo or others due to such unauthorized use.

5. Your Use of Content

The following restrictions and conditions apply specifically to your use of Content.

- A. The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are subject to copyright and other intellectual property rights under the law.
- B. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. illo and its licensors reserve all rights not expressly granted in and to the Service and the Content.
- C. illo is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to the Content.
- D. You may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against illo with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless illo, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

6. Your Content and Conduct



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- A. illo does not guarantee any confidentiality with respect to any Content you submit as an illo account holder to the Service, including data and user comments.
- B. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to illo all copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.
- C. You retain all of your ownership rights in your Content. However, by submitting Content to illo, you hereby grant illo a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and illo's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels.
- D. You agree that you will not submit any Content to the Service that is contrary to the illo Guidelines, found at <http://www.illo.com>, subject to changes from time to time, or contrary to applicable local, national, and international laws and regulations.
- E. You hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to distribute, use, reproduce, and display such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you terminate within a commercially reasonable time after you remove or delete your data from the Service. You understand and agree, that illo may retain, but not display, distribute, or perform, server copies of your data that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.
- F. You agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant illo all of the license rights granted herein.
- G. illo does not endorse any Content, and illo expressly disclaims any and all liability in connection with Content. illo does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and illo will remove all Content if properly notified that such Content infringes on another's intellectual property rights. illo reserves the right to remove Content without prior notice.

7. Termination of Account

- A. illo reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, disinformation, pornography, obscenity etc.. illo may in such cases at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account.
- B. illo will terminate a user's access to the Service if, the user is determined to be a repeat infringer.



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8. Infringement upon copyrights

- A. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification to illo with the following information in writing:
- Authorization to act on behalf of the owner of an exclusive right that is allegedly infringed and contact data for illo to contact you;
 - Statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
 - Identification of the copyrighted work claimed to have been infringed;
 - Identification of the material that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- B. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner or an agent hereof, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to illo:
- Your physical or electronic signature;
 - Identification of the Content that has been removed or to which access has been disabled;
 - A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
 - contact data for illo to contact you.

If a counter-notice is received by illo, illo may send a copy of the counter-notice to the original complaining party informing that it may replace the removed Content or cease disabling it in 10 business days. Unless the original complaining party files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at illo's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, illo, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. illo MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR



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THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. illo DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND illo WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL illo, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT illo SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by illo from its facilities in Denmark. illo makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless illo, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.



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12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Illo without restriction.

14. Waiver

No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and illo's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

15. General

You agree that: (i) the Service shall be deemed solely based in Denmark; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over illo, either specific or general, in jurisdictions other than Denmark. These Terms of Service shall be governed by the internal substantive laws of Denmark, without respect to its conflict of laws principles. Any claim or dispute between you and illo that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Copenhagen, Denmark. These Terms of Service, together with the Privacy Notice at <http://www.illo.com> and any other legal notices published by illo on the Service, shall constitute the entire agreement between you and illo concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. illo reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND illo AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Dated: June 05 , 2011