

## Terms of Service

### GENERAL/INTRODUCTION

These Terms of Service manage your use of Swivvel. You may also be addressed in these Terms by the term “the User”. Please read these Terms carefully and contact us if you have any further questions about the Terms of Service or Privacy Policy. By using this product, you agree to these Terms and the Privacy Policy. If you do not agree to all of the Terms contained in these Terms of Service, you should not be using Swivvel.

The application is provided by:

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In these Terms ZanderDev is also referenced as “we”.

### PRIVACY POLICY

By using Swivvel, you agree to the collection and use of your personal data as described below. You will be notified of any changes to this policy similar to the Terms of Service, which is described in the notification of changes.

#### A. Information we Collect and How it is Used

**Songs you have Saved in Swivvel:** All songs, which you have chosen to save in your Swivvel library are stored by Swivvel. You may always change this library.

**Songs you have Searched in Swivvel:** Songs, which you have searched are documented in order to allow you to look at your history to see which song you were going through last. You may move and remove entries from this document at all times.

**Personal Data:** Swivvel does not store your name, email, address or other personal data.

#### B. Information we Receive and How it is Used

**Spotify Account Refresh Token:** The information we receive about you only derives from Spotify. Swivvel only gains access to a “refresh token” when you consent during the Spotify login section of the setup phase that Swivvel may have access to read and/or modify your Spotify account content, such as:

1. **Reading private Spotify account information:** the private information is solely required to adapt the screen to fit your active Spotify account located in the settings tab. This private information which is stored in a log file for a few seconds and is then automatically deleted includes:

- a. **Your email**
  - b. **The country your Spotify account is active in**
  - c. **Your Username**
  - d. **Your account id**
  - e. **Your birthdate**
2. **Modifying your saved songs library in Spotify:** You may directly save songs that interest you from within the Swivvel application.
3. **Reading private and public playlists in Spotify:** When exporting a playlist and you choose to overwrite a playlist, the program must first identify the current songs in the selected playlist.
4. **Modifying private and public playlists in Spotify:** Swivvel must be able to change the current playlists or create new ones in order to properly be able to export a playlist from Swivvel to Spotify.

### **C. How your Information is Shared**

We send the refresh token to Spotify and we disclose the songs you saved in Swivvel to Spotify. Otherwise, we do not share any personal data with others.

### **D. How your information remains secure**

1. We secure your data by only sending minimal information to third parties, only including the refresh token, and your saved songs in Swivvel.
2. Your data is only stored on your mobile device and we do not have access to any of this information.
3. Swivvel does not use any information regarding your email, your birthdate or similar personal data.

### **E. What Choices you have**

1. We require you to link your Spotify account to Swivvel so that we enhance your experience on Swivvel. However, you have the possibility to change the account that Swivvel has access to. We will not keep any record of your previous account information.
2. Your saved and searched songs list can be edited, or even be formatted entirely at all times.
3. If you would still like to prevent content from being read or modified by Swivvel on your Spotify account, you may choose not to employ the song save functionality, as well as the export playlist feature. Your account id, account name and profile picture

have to be read by Swivvel when visiting the “Spotify Account” page in Swivvel’s settings.

#### LIMITATION OF LIABILITY

The application is offered free of charge and is used by you at your own risk. In no event should ZanderDev or Cyprian Zander be liable to you for property damage, personal injury, lost profits, work stoppage, malfunctions, or device failure. ZanderDev or Cyprian Zander will also not be liable to you for any form of direct, indirect, special, incidental, consequential, exemplary or punitive damages from the application, website or any supposed system failure, error, defect, deletion, task, disruption or interruption of the service. ZanderDev does not guarantee the future functioning of the application. ZanderDev is not obligated to maintain the application in the future and to continue the service of the application. ZanderDev may cease to offer the application at any time.

ZanderDev will employ adequate efforts to protect personal data it receives or collects. ZanderDev will handle personal data to conform to the privacy policy that has been set out.

By agreeing to the Terms of Service, you acknowledge and consent that your submission of all information to Swivvel or ZanderDev is at your sole risk, and that to the maximum amount permitted by law, ZanderDev disclaims all liability to you relating to the submitted information in any way.

#### INTELLECTUAL PROPERTY RIGHTS

The content and functionality of the application are owned by ZanderDev or third parties. This means that all information, software, texts, screens, icons, audio and designs are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Terms of Use allow you personal, non-exclusive, non-transferrable, revocable access to Swivvel. You may not use these services for commercial use, all usage must exclusively be personal. You must not reproduce, modify, create derivative works of, republish or extract any of the content provided by our mobile application. You may download a single copy to your mobile device provided you agree to be bound by these Terms of Use.

1. You must not modify any content from Swivvel.
2. You must not make copies of any content from Swivvel.
3. You must not delete, modify, or disregard copyright, trademark, or other proprietary rights notices from copies of Swivvel or any of its content or functionality.
4. You must not attempt to steal the software code from Swivvel or attempt to reverse-engineer the software code.

Any use of the Swivvel not explicitly permitted by these Terms of Use is a breach of these Terms of Use, potentially violating copyright, trademark, and other intellectual property laws.

By using the application you agree that we transfer the data described under the heading "Privacy Policy" above to Spotify and / or I-Tunes.

## ADVERTISING AND ENDORSEMENTS

Swivvel may present advertisements promoting selected songs or artists. We are not responsible for the availability of these Third Party Ads, and the messages or other materials these contain. ZanderDev will be liable for errors with the Third Party Ads, nor for any losses or damages which may occur due to your participation with, use of, or reliance on what is offered by the Third Party Ads.

## TERMINATION

You have the right to terminate your use of our Services at all times. We on the other hand have the right to suspend or terminate your access to the Services with notice to you fall into any of these categories.

1. If you are in breach of these Terms.
2. If you are using our Services in a way that may cause a risk of harm or loss to us, other users or yourself.

Before a termination, we will provide you with a fifteen day advance notice via the email address associated to your Spotify account, as well as a notice in the our application.

3. We will not provide a notice before termination where you are in material breach of these Terms.
4. We will not provide a notice before termination where doing so would cause us legal liability.
5. We will not provide a notice before termination where we are prohibited by law from doing so.
6. We are at all times entitled to suspend or terminate the entire service for all users without any prior notice.

## NOTIFICATION OF CHANGES

We may revise these Terms of Service once in a while due to:

1. legal changes, or
2. improvements or enhancements made to our Service.

When an update to our Services occurs, which would require us to make adjustments to these Terms of Service, we will notify you before the change occurs by notifying you from within the application. Before putting into effect the revised terms, we will again ask you if you agree to these and give you an opportunity to comprehend the changes that will be made. We will notify you a minimum of 15 days before the update takes place at the same time the new Terms of Service are put into effect. If you do not access the application regularly, we will not be responsible for unalerted changes to the Terms of Service.

## GOVERNING LAW

The services offered are governed by German law. To the extent permitted by law place of jurisdiction is Munich.

## DATA PROTECTION

Rights of data subjects under the European General Data Protection Regulation (“GDPR”)

You have the right:

- under Art. 15 GDPR to request information concerning your personal data processed by us. In particular, you can request information on the purpose of the processing, the category of personal data, the categories of recipients to whom your data has been or will be disclosed, the planned length of time the data will be retained, your right to the correction, erasure, restriction of processing, your right to contest, your right to file a complaint, the origin of your data if it was not originally collected by us, and the potential existence of automated decision-making, including profiling, and, if so, reliable information on the details of such processes;
- under Art. 16 GDPR to demand the immediate correction of incorrect or incomplete personal data retained by us;
- under Art. 17 GDPR to demand the erasure of your personal data retained by us, unless the processing of this data is necessary to exercise the right of freedom of expression and information that is required to comply with legal requirements for reasons of public interest or for the establishment, exercise or defence of legal claims;
- under Art. 18 GDPR to demand the restriction of processing of your personal data if you contest its accuracy, the processing is unlawful, the data subject opposes the erasure of the personal data and we no longer need the data, although you require it for the establishment, exercise of defence of legal claims, or you have contested its processing under Art. 21 GDPR;

- under Art. 20 GDPR to receive your personal data that you have provided to us in a structured, standard and machine-readable format or to demand its transfer to another authorized person;
- under Art. 7, para. 3, to retract your previously given consent at any time. If you do, we will no longer be able to continue any data processing that was based on this consent,
- if your personal data is processed on the basis of justified interests in accordance with Art. 6, para. 1, sentence 1, letter f GDPR, under Art. 21 GDPR you can contest the processing of your personal data if grounds exist that are related to your particular situation or your objection is directed toward direct marketing. In the latter case you have a general right to contest processing of your personal data by us without having to describe your particular situation.

You also have a general right to file a complaint with the data protection oversight agency having jurisdiction for you.

To exercise your right to retract your consent or to contest the processing of your personal information, just send an e-mail to our email address indicated above.

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