

SHAKEapp Inc. - Terms and Conditions

Effective Date: September 10, 2024

Welcome to SHAKEapp! These Terms and Conditions ("Terms") govern your access to and use of the SHAKE mobile application ("App") and website (www.shakeapp.today), operated by SHAKEapp Inc. ("SHAKE," "we," "our," or "us"). By creating an account, accessing, or using the App, you agree to comply with these Terms. Please read them carefully.

1. Acceptance of Terms

By downloading, accessing, or using SHAKE, you agree to be bound by these Terms, as well as our [Privacy Policy](#). If you do not agree, you may not access or use the App.

2. Eligibility

To use SHAKE, you must be at least 18 years of age. By using the App, you represent and warrant that you meet this requirement.

3. Account Registration

- **Account Creation:** You must create an account using your email or social login (Apple or Google) to access certain features of SHAKE.
- **Accuracy of Information:** You agree to provide accurate, current, and complete information during registration and to update your information as necessary.
- **Account Security:** You are responsible for maintaining the confidentiality of your account login credentials. You agree to notify us immediately of any unauthorized use of your account.

4. Use of the App

- **Personal Use Only:** SHAKE is intended for personal use only. Commercial use without permission is strictly prohibited.
- **SHAKE Credits:** You may purchase SHAKE credits to join activities (such as lunch, dinner, or other group events). These credits are non-refundable and non-transferable, except as stated in our Refund Policy. Refunds, when applicable, will be issued as SHAKE credits, not in fiat money (cash).
- **Invitations:** Users may invite others to join events.

5. Event Participation, Conduct, and Liability

Group Activities: SHAKE facilitates group meet-ups for dining, drinks, sports, cultural events, and more. You acknowledge that SHAKE does not organize, host, or supervise these events but only connects users to real-life activities.

Conduct at Events: You agree to behave respectfully and responsibly at all events. SHAKE is not responsible for the actions or behavior of other users at these events.

Liability Disclaimer: While SHAKE aims to create a safe environment for users to meet, you acknowledge and agree that SHAKE is not responsible for any harm, injury, or damage caused by another user during real-life interactions. SHAKE may assist in resolving disputes to the best of its ability, within its limits of information and operation, but ultimately, we are not liable for the actions taken by other users.

Future Protections: In the near future, SHAKE plans to add additional layers of protection to enhance user safety, including making passport identification mandatory for account verification. However, even with these measures, SHAKE cannot guarantee the actions of other users.

Cancellation: SHAKE reserves the right to cancel or reschedule any event if the minimum required number of participants is not met or due to other unforeseen circumstances. Users will be notified of such cancellations, and a refund in SHAKE credits may be issued if applicable.

6. Payments and Refunds

- **Event Fees:** Users are required to pay a small fee of \$1.88 (equivalent to 1,888 SHAKE credits) for lunch and \$2.88 (equivalent to 2,888 SHAKE credits) for dinner to join events. Payment must be made through the App using either fiat currency or SHAKE credits.
- **Refund Policy:** In the event of a cancellation due to insufficient participants, users will be issued SHAKE credits. No cash refunds will be provided unless otherwise required by law. SHAKE credits are non-refundable, except where required by applicable law, including California Civil Code Section 1723. If required by law, refunds will be issued in the original form of payment.
- **SHAKE Credit Purchase:** SHAKE credits are available for purchase within the App. These credits are non-refundable and must be used for in-app activities or services.

7. User Content

- **License to Use:** By posting or sharing content on SHAKE, you grant us a non-exclusive, royalty-free, perpetual license to use and display your content in connection with the App. SHAKE does not modify user content but reserves the right to remove any content that violates these Terms or is deemed inappropriate.
- **Prohibited Content:** You agree not to post any content that is illegal, offensive, defamatory, or infringes upon the rights of others.

8. Privacy and Data Protection

- U.S. Data Privacy: Our collection and use of personal information in connection with the App are described in our [Privacy Policy](#), available at [\[Privacy Policy Link\]](#). By using SHAKE, you consent to the collection and use of your personal information as outlined in the [Privacy Policy](#).
- California Consumer Privacy Act (CCPA): We comply with the CCPA, which grants California residents the right to know what personal information is collected, request deletion, and opt out of the sale of personal data. Please check our [Privacy Policy](#) for details on how to exercise these rights.
- European Union Data Privacy (GDPR): If you are a user located in the European Union, our collection and processing of personal data comply with the General Data Protection Regulation (GDPR). You have the right to access, rectify, delete, restrict processing, and object to the processing of your personal data, as well as the right to data portability. For more information on how we handle your data, see our [Privacy Policy](#).

9. Disclaimers and Limitations of Liability (California and European Union)
 To the fullest extent permitted by law, SHAKE disclaims all implied warranties, including merchantability and fitness for a particular purpose. However, this disclaimer does not limit your statutory rights under applicable consumer protection laws, including those in California and the European Union.

10. Governing Law and Dispute Resolution

- For U.S. Users: These Terms are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any disputes arising under these Terms shall be resolved exclusively in the state or federal courts located in Delaware or California.
- For EU Users: These Terms are governed by the laws of the country where you reside. If you are a consumer in the European Union, you may bring any disputes to the competent courts in your country of residence, in accordance with applicable EU consumer protection laws.
- Alternative Dispute Resolution (ADR) and Online Dispute Resolution (ODR) for EU Users: European Union consumers may also have the option to resolve disputes through the EU's Online Dispute Resolution (ODR) platform, in addition to pursuing claims in local courts.

11. Prohibited Activities

- No Unauthorized Access: You agree not to hack, tamper, or attempt to bypass any security features of the App.
- Fraud and Abuse: You agree not to use SHAKE for any fraudulent or abusive purposes, including the creation of fake accounts or abuse of the referral and event systems.

12. Termination

SHAKE reserves the right to suspend or terminate your account if you violate these Terms or engage in inappropriate behavior, as determined by SHAKE in its sole discretion.

13. Disclaimer of Warranties

SHAKE provides the App and services on an "as is" and "as available" basis. We make no warranties, express or implied, regarding the operation of the App, its availability, or any services provided.

14. Limitation of Liability

SHAKE shall not be liable for any indirect, incidental, special, or consequential damages arising from your use of the App, including but not limited to any loss or damage resulting from events, communications with other users, or third-party services. In no event shall SHAKE's total liability exceed the amount paid by you in the preceding 12 months.

15. Indemnification

You agree to indemnify and hold SHAKE, its affiliates, officers, employees, and agents harmless from any claims, damages, or expenses arising from your use of the App, your breach of these Terms, or your violation of any third-party rights.

16. Modifications to Terms

SHAKE reserves the right to modify these Terms at any time. We will notify you of any material changes by posting the updated Terms in the App or via email. Your continued use of SHAKE after such modifications constitutes acceptance of the new Terms.

17. Governing Law (U.S. and EU)

- For U.S. Users: These Terms are governed by and construed in accordance with the laws of the State of Delaware and California.
- For EU Users: These Terms are governed by the laws of your country of residence, in compliance with EU consumer protection and data protection laws.

18. Contact Us

If you have any questions or concerns regarding these Terms, please contact us at:

Email: contact@shakeapp.today

Address: 555 Bryant St., Palo Alto, CA, 94301 www.shakeapp.today