

Unflappabl Terms of Service

Who can use Unflappabl?

Unflappabl (“the Service”) is a service for use by adults, and children 13 years or over who have the permission of a parent or guardian. You may only use Unflappabl if you agree to be bound by these Terms of Service (“the TOS”).

You may accept the TOS on behalf of a business or other legal entity, providing you have the authority to bind the legal entity to the TOS.

The Content

You are responsible for the Content you put on Unflappabl. OscarOnline Limited (“we”) are not publishers, and as such we do not take any steps to verify the accuracy or truthfulness of any of the Content provided by you or any other users.

We strongly advise against using Unflappabl if you are easily offended. Content on Unflappabl is **not** filtered or sanitised by publishers and/or editors. Using Unflappabl may expose you to a range of views, opinions and imagery which you find highly offensive or otherwise upsetting.

All Content you put on Unflappabl must comply with the law. Unflappabl is free speech platform - it is solely your responsibility to ensure your Content does not violate the law.

Parental Advisory

You must not allow any child in your care to use Unflappabl if they are under 13 years of age. If they are over 13 you may decide they can use the Service but you should carefully consider if it is appropriate for the child in question. When using the Service, they will likely be exposed to ideas, views, opinions and interests that are not considered politically correct. And, depending on your worldview, some of the content may be extremely offensive to you or the child. Unlike with mainstream media, the content in Unflappabl is not provided by, or filtered by, a controlling editor. Instead, it is provided by everyday people and that brings with it a very broad spectrum of content and quality. It is also important to be aware, that whilst pornography and violent or sickening imagery is prohibited by the TOS, it’s quite possible that users will post such content regardless, and the child in your care may see it before we have the chance to remove it.

Advertising and Promoted Posts

There will be no paid advertising or promoted posts on Unflappabl.

Privacy and data harvesting

None of your private information will be given or sold to any third party. See the [Privacy Policy](#) for full information.

Price

Unflappabl will be free to use for the first 20,000 users who sign up. These users will be known as Founding Members and you will be notified if you are one. Founding Members will benefit from free use of Unflappabl for the lifetime of their account. If you are not a Founding Member you may use Unflappabl for free, for the time being. However, it is likely that we will introduce a charge for the Service, or some part of the service, at a later date which is yet to be determined. You will be given a minimum of 3 months’ notice before charges are introduced and you will be under no obligation to continue to use the Service and incur the charges.

Rights to your Content

You retain your rights to the Content you put on Unflappabl. Any Content you put in a Secure Private Group (“SPG”) will be encrypted and inaccessible to anyone other than members of the SPG. Any Content you put in the Public Square will be accessible to anyone other than users you block. For Content you put in the Public Square you grant us a worldwide, non-exclusive, royalty-free license to use your Content as we see fit for the purposes of operating and promoting Unflappabl. Please note your Content **does not** include your private information, which is protected by the [Privacy Policy](#).

Using Unflappabl

You agree to use Unflappabl with honest and law-abiding intent. Unflappabl’s intended use is to exchange interests, ideas, information, and views and opinions.

It is up to you to know and comply with the law. You must not use the Service to break the law.

You must not use the Service for the following whether allowed by law or not:

- To incite violence
- To violate copyright, trademarks, or any other intellectual property rights
- To post other people’s private information (such as private phone numbers or home addresses) without their consent
- To promote or encourage suicide or self-harm
- To share pornography of any kind
- To share graphic violence or other sickening content

We advise **against** creating a business or other form of livelihood which depends on Unflappabl in order to generate revenue. Should you do so it will be entirely at your own risk.

Attempting to hack Unflappabl or probe potential vulnerabilities is strictly prohibited and we reserve the right to retain records of your attempts.

Reporting breaches of the TOS

Unflappabl allows you to report content that you believe is in breach of the TOS. Reported content will be reviewed by us manually so it may take some time for us to respond.

If you see Content on Unflappabl which you believe places you or someone else in danger, you should contact the police or other appropriate agency. **Do not rely on our reporting system.**

If you repeatedly make reports which are not, in our view, genuine breaches of the TOS then your account may be suspended or banned.

Breach of the TOS

Breach of the TOS may result in a warning, removal of your content, account suspension or a permanent ban from Unflappabl.

Sometimes it may be ambiguous, in our opinion, as to whether the TOS have been broken - as Unflappabl is a free speech platform, we will always lean towards allowing the Content in such circumstances.

We will always comply with any warrants or orders issued to us by the courts.

User Account

To use Unflappabl you will need to create a User Account. It is your responsibility to safeguard your account – this includes, but is not limited to; creating a strong password and ensuring any devices you use to access Unflappabl are secure. We cannot and will not be held liable for any loss or damage from you failing to comply with the above.

Limitations of Liability

To the maximum amount allowed by law we will not be liable for any loss or damage that is not caused by our negligence.

Our liability, whether under these Conditions or any collateral contract, for loss of or damage caused by the negligence of OscarOnline Limited, its officers, employees, contractors or agents, shall not exceed £100 (GBP).

General

Unflappabl will undergo regular changes and as such will not adhere to a fixed specification. We reserve the right to suspend or stop the Service at our discretion. We also reserve the right to implement usage restrictions, such as storage restrictions, or limits on the length of content.

We may revise the TOS from time to time and will attempt to notify you via the Service or email when we do so. Your continued use of the Service will signify your acceptance and agreement to be bound by the revised TOS.

Governing Law

These Conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.