

MyParty GmbH

Terms of Use (English)

Effective from: November 1, 2026

These Terms of Use ("Terms") govern the use of the MyParty app for iOS and Android, the web app (*app.myparty.software*) and the website (*www.myparty.software*) (together the "Service"). The provider is MyParty GmbH, Hofstrasse 14, 6416 Steinerberg, Switzerland ("we", "us").

By signing up for or using the Service, you accept these Terms. If you do not agree, please do not use the Service.

1. What MyParty is

MyParty is a platform on which you can find, create and share parties and other events. We are neither the organizer nor the ticket seller of the events shown, unless expressly stated otherwise. Tickets, where linked, are bought directly from the organizer or a ticket provider. A contract for attending an event or buying a ticket is concluded only between you and that third party.

The basic features of the Service are free of charge.

2. Who may use MyParty

- You must be **at least 13 years old** and state your date of birth truthfully.
- If you are **under 18**, you need the consent of your parents or legal guardian. They can contact us at any time, e.g. to have your account deleted.
- You may not use the Service if we have banned a previous account of yours for violations, or if you have been convicted of an offence against sexual integrity (in particular against minors) or are subject to a corresponding court order prohibiting contact or activity.

If there are reasonable doubts about your age or about any of these requirements, we may suspend or delete your account.

3. Your account

- **Sign-in without a password:** Each time you sign in, you receive a one-time code by email. Anyone with access to your mailbox can sign in to your account. So protect your mailbox well and never share codes – we will never ask you for them.
- Keep your information up to date and accurate. One personal account per person is allowed. Accounts may not be sold, transferred or handed over to third parties.
- Your username may not imitate other people's names or brands, may not be offensive and may not contain URLs or contact details. We may change inadmissible usernames and will inform you about it.

- If you notice misuse of your account, contact us immediately.

4. Artist and business accounts

For accounts of artists, clubs, bars, organizers and other businesses ("business accounts"), the following also applies:

- **Authorization:** Whoever opens or runs such an account confirms that they are authorized to do so for the artist or business, and is responsible for the accuracy of all information (e.g. opening hours, address, payment methods, links). Several people may use a business account on behalf of the same business; the business is responsible for their actions.
- **Commercial use:** Business accounts may use the Service commercially to promote their own events, performances and offers.
- **Lawful events:** The business account warrants that its events have the necessary permits and comply with the applicable regulations, in particular on youth protection, alcohol, noise, safety and copyright (e.g. music licenses).
- **Indemnification:** If third parties assert claims against us because content or events of a business account infringe their rights (e.g. image, trademark or copyrights) or violate laws, the business account indemnifies us against these claims and the reasonable costs of legal defense, insofar as it is responsible for the infringement. We will inform the business account promptly and agree on how to proceed with it.
- **Liability between businesses:** Towards business accounts, the limitations of liability in section 12 apply without the reservation in favor of consumers.

5. Events

- The **organizer** alone is responsible for an event – how it is run, its safety, permits, prices, age limits and the accuracy of the information.
- Whoever publishes an event warrants that the information is correct, age limits are stated correctly and the event is held lawfully. The organizer must check age limits at the entrance themselves.
- **Private addresses:** Published events and their address are visible to all users, and via links also without an account. Do not publish the address of a private home unless you want it to be public, and never the address of another person without their consent.
- The fact that an event is shown in the Service does not mean that you may attend it. Observe age limits and youth protection rules (e.g. on alcohol).
- We do not guarantee that events take place as stated. You attend them at your own risk or under the responsibility of your parents.

- Events can be shared via links. Anyone who has the link can also view the event in the web app without an account.

Several organizers: An event can have several organizers. Whoever runs an event can invite other business accounts as co-organizers; an invitation expires after 14 days.

- All organizers of an event have the same rights: each can edit it, invite further co-organizers, remove other organizers and delete the event. So only invite co-organizers you trust. How you organize yourselves among each other is up to you; we do not mediate disputes.
- Each organizer is responsible for the information they provide themselves, and all of them together for the event as a whole.
- An event always needs at least one organizer; the last one cannot be removed.
- If an organizer deletes their account or is removed, the event and its content (including the pictures they uploaded) remain with the other organizers. If they were the only organizer, the event is deleted together with their account.

6. Your content

You are responsible for everything you publish (texts, pictures, event details etc. – "Content"). You retain all rights to it.

So that we can operate the Service, you grant us a non-exclusive, worldwide, royalty-free right to store, technically adapt (e.g. image sizes and crops), display and make available your public Content – in the app, in the web app, via shared links and in link previews (e.g. in messengers), and through search engines that can find public event pages.

We may also use published events and public profiles of business accounts to promote the Service, e.g. on our website, in newsletters or on our social media channels, always with a reference to the organizer. If you do not want this for your Content, write to us at info@myparty.software; from then on, we will no longer use it for new posts.

These rights end when you delete the Content or your account – except for content of an event that remains with other organizers under section 5, posts already published, copies others have already shared, and backups until their regular deletion.

You warrant that you hold the necessary rights to your Content. If your Content shows other people (e.g. photos of party guests), you need their consent where required.

7. Rules of conduct

In particular, the following is not allowed:

- unlawful, threatening, harassing, discriminatory, defamatory, pornographic or violence-glorifying content;
- content that endangers or sexualizes minors;
- photos or data of others without their consent, and sensitive personal data of third parties (e.g. health, sexual orientation);
- false or misleading events, spam or gambling;
- advertising unrelated to your own events, performances or profile – e.g. for third-party products, chain letters, pyramid schemes or financial offers – as well as unsolicited mass messages. Promoting your own events and offers in the Service is allowed;
- impersonating another person or organization (including MyParty);
- infringing copyrights, trademarks or other rights of third parties;
- bots, scrapers or other automated reading, circumventing security measures, malware or putting an excessive load on our servers;
- misusing the reporting function (e.g. knowingly false reports or mass reports).

8. Reports, moderation and bans

- **Reporting:** You can report content and users via the reporting function in the app or by email to info@myparty.software. We usually review reports within two working days; we give priority to indications of danger to minors or other people.
- **Measures:** In case of violations, we may remove or restrict content, issue warnings and ban accounts temporarily or permanently. For minor violations, we will point them out to you first where possible; for serious violations, we act immediately.
- **Reasons and review:** We usually inform you about a measure and its reason (except for spam, obvious abuse, or where the law or ongoing investigations prevent it). You can request a new review by email within 30 days. If the decision was wrong, we will reverse it. Your right to go to court remains unaffected.
- **Copyright infringements** can be reported to info@myparty.software with your contact details, the work concerned, the location of the content in the Service (e.g. link) and a statement that you are the rights holder or authorized to act on their behalf.

We do not review content in advance and are not obliged to monitor it. To the extent permitted by law, we are not liable for content of other users.

9. Use of the app (license)

We grant you a simple, non-transferable, revocable right to use the app on your own devices – for personal purposes and, with a business account, for commercial use under section 4. The app is licensed, not sold. You may not copy, modify, resell or reverse engineer it, unless the law (e.g. Art. 21 of the Swiss Copyright Act) expressly permits this.

We may update the app and change features. An update may be required to continue using the Service.

Additionally for Apple devices: These Terms apply only between you and us, not with Apple Inc. ("Apple"). We – not Apple – are solely responsible for the app, its content, maintenance and support, and for all claims relating to the app (e.g. product liability, compliance with legal requirements, consumer and data protection, infringement of third-party rights). If the app does not conform to an applicable warranty, you can notify Apple; Apple will at most refund the purchase price and has no other warranty obligations. Use is only permitted within the Usage Rules of the Apple Media Services. You warrant that you are not located in a country subject to a US embargo and are not on any US sanctions list. Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

Additionally for Android devices: The Google Play Terms of Service also apply. Google is not responsible for the app.

10. Intellectual property and feedback

The Service, our brand, the design and the software belong to us or our licensors. You may not use them without our written consent. We may use ideas and suggestions you send us free of charge and without restriction.

11. Availability and changes to the Service

We continuously develop the Service and may change, add or remove features, insofar as this is reasonable for you. We do not guarantee uninterrupted or error-free availability. Keep your own copy of important content. If we discontinue the Service entirely, we will inform you at least 30 days in advance so that you can request your data.

12. Liability

We are liable without limitation for intent and gross negligence, for personal injury and under the Swiss Product Liability Act. Otherwise, our liability is excluded to the extent permitted by law; where this is not possible, it is limited to CHF 100. In particular, we are not liable for indirect damage, loss of profit, loss of data, third-party content, events, linked websites or outages caused by force majeure or third-party providers. Mandatory consumer protection provisions remain reserved.

13. Account deletion and termination

- You can delete your account free of charge at any time **in the app** or request its deletion by email. You can undo the deletion within 30 days; after that, your data is deleted in accordance with the privacy policy. Events with other organizers remain under section 5. Merely uninstalling the app does not delete your account.
- We may terminate the contract with 30 days' notice and suspend or delete your account immediately for good cause (in particular violations of these Terms).
- Provisions that by their nature continue to apply (e.g. liability, indemnification, intellectual property, governing law and place of jurisdiction) continue to apply after the end of the contract.

14. Data protection

We explain how we process your personal data in our [privacy policy](#). It is not part of these Terms; by accepting these Terms, you do not give any consent under data protection law. We obtain consents (e.g. for location, push notifications or the newsletter) separately.

15. Changes to these Terms

We may amend these Terms. We will inform you about material changes at least 30 days before they take effect by email and in the app. Where necessary, we will ask you to confirm the new Terms in the app. If you do not agree, you can delete your account before they take effect. If you continue to use the Service afterwards, the new Terms apply.

16. Governing law and place of jurisdiction

- **Swiss law** applies, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law.
- **The exclusive place of jurisdiction is Schwyz, Switzerland** (registered office of MyParty GmbH). This applies to all disputes arising from or in connection with these Terms and the Service, in particular for business accounts and for users residing outside Switzerland.
- **For consumers residing in Switzerland**, the mandatory places of jurisdiction of the Swiss Civil Procedure Code apply: they can sue at the registered office of MyParty GmbH or at their place of residence in Switzerland. Otherwise, mandatory statutory places of jurisdiction remain reserved.
- Before taking legal action, we will try to resolve a dispute together. To do so, write to us at info@myparty.software.

17. Final provisions

- The Service is aimed at people in Switzerland; the app is currently only offered in the Swiss app stores.
- We may transfer this contract to another company in the course of a restructuring or sale, provided your rights are not impaired as a result; we will inform you about it. You may only transfer your rights with our consent.
- If a provision is invalid, the remaining provisions remain valid.
- In the event of discrepancies between language versions, the German version prevails.

18. Contact

MyParty GmbH, Hofstrasse 14, 6416 Steinerberg, Switzerland

Email: info@myparty.software

Contact page: <https://www.myparty.software/contact>