
Terms of Use — Schiftr (English)

Effective Date: June 1st, 2025 Available at: <https://schiftr.com/en/terms.html>

1. Acceptance of Terms

By accessing or using the Schiftr platform ("Platform", "App", "we", "our"), you agree to be bound by these Terms of Use and our Privacy Policy. Please read both documents carefully.

If you do not agree to these Terms, do not use the Platform.

2. About the Platform

Schiftr is a dynamic social media platform for the sports, wellness, and lifestyle community. Our Platform allows you to:

- Create profiles and share relevant content;
- Interact and connect with other users;
- Discover and interact with commercial partners and professionals;
- View promotional and sponsored content.

3. User Account

You must create an account to access and use certain features of the Platform. You are solely responsible for keeping your login credentials (username and password) secure and confidential. Any activity that occurs under your account is your responsibility. Please notify us immediately of any unauthorized use of your account.

4. Permitted Use and User Conduct

You agree to use the Platform only for lawful, ethical purposes and in a manner consistent with Schiftr's social purpose. It is strictly prohibited to:

- Post or share content that is illegal, offensive, defamatory, threatening, obscene, violent, discriminatory, or that infringes on intellectual property or privacy rights of third parties.
- Use the Platform for fraudulent purposes, scams, or to disseminate false information.
- Compromise the security or integrity of the Platform, including uploading viruses, malware, or other harmful technologies.
- Harass, abuse, threaten, defame, impersonate, or intimidate other users or third parties.
- Collect or "scrape" data from other users without permission.
- Engage in any activity that overburdens our infrastructure or interferes with the normal operation of the Platform.

We reserve the right to remove content and suspend or terminate accounts that violate these guidelines.

5. Third-Party Content and Partner Responsibility

Schiftr allows commercial partners and professionals (such as stores, physiotherapists, nutritionists, gyms, sports coaches, and others) to create profiles and publish content on the Platform.

Important Disclaimer:

Schiftr does not intermediate, supervise, control, or guarantee any transactions, contracts, purchases, payments, services, or relationships established directly between users and partners on the Platform.

- All interactions, negotiations, and services are the sole responsibility of the user and the partner involved.
- Schiftr is not responsible for the quality, safety, or legality of products or services offered by partners.
- Schiftr is not responsible for the fulfillment of terms or conditions agreed between users and partners.
- Schiftr is not responsible for any damages, losses, or dissatisfaction arising from such transactions or interactions.

By using the Platform, you fully acknowledge and accept this disclaimer. We recommend that you perform your own due diligence before engaging in any transaction or interaction with partners.

6. Intellectual Property

All content on the Platform (including text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software), except for user-generated content, belongs to Schiftr LLC or its licensors and is protected by copyright and other intellectual property laws.

User Content: Users retain ownership and copyright of the content they post on the Platform. However, by posting content, you grant Schiftr a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the content in connection with the operation of the Platform and its business, including for promoting the Platform in any media formats and through any media channels.

7. Advertising and Sponsored Content

The Platform displays advertising and sponsored content. Some partner profiles and content may be clearly identified as "sponsored" or "advertisement." Schiftr may use data and preferences to personalize the advertising displayed, as detailed in our Privacy Policy.

8. Account Termination

You may terminate your account at any time by following the instructions in the app's settings. Schiftr may suspend or terminate your account (or your access to the Platform) at any time, with or without notice, if you violate these Terms of Use or applicable law, or for any other legitimate business reason.

9. Limitation of Liability

The Platform is provided “as is” and “as available,” without warranties of any kind, express or implied.

Schiftr is not liable for:

- User expectations regarding the Platform or its content.
- The accuracy, completeness, or timeliness of content published by users or third parties.
- Interactions or transactions between users and third parties (including partners), as detailed in Section 5.
- Any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses.

10. Changes to the Terms

Schiftr may update these Terms of Use periodically. We will notify you of any significant changes by posting the new version on our website and, when appropriate, through a notice within the app. Your continued use of the Platform after the changes are published constitutes your acceptance of the new Terms.

11. Applicable Law

These Terms are governed by the laws of the country where Schiftr LLC is established (United States), without regard to conflict of law principles.

- Users in Brazil: Also subject to LGPD.
- Users in the EU: Also subject to GDPR.
- Users in California: Also subject to CCPA.

12. Contact

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This Terms of Use is also available at:  <https://schiftr.com/en/terms.html>