

Terms of Service

Nocturne Finder Operated by Experts SEA (experts-sea.com)

Effective date: 26 May 2026 Last updated: 26 May 2026

1. Introduction

These Terms of Service ("**Terms**") govern your access to and use of Nocturne Finder, a nightlife and place discovery platform operated by **Experts SEA** ("**we**", "**us**", "**our**" or "**Nocturne Finder**"), accessible via our website, mobile applications, and business dashboard (collectively, the "**Service**").

By creating an account, accessing, or otherwise using the Service, you ("**you**", "**User**") agree to be bound by these Terms. If you do not agree, do not use the Service.

Contact: info@nocturnefinder.com Operator website: <https://experts-sea.com>

2. The Service

Nocturne Finder helps users discover bars, night clubs, restaurants, cafés, events, and similar venues based on their location and preferences. The Service includes:

- A **consumer application** (web and mobile) for searching and viewing venues and events;
- A **business dashboard** that allows venue operators to claim listings, run paid advertising campaigns, manage advertising budgets ("**Ad Wallets**"), and view campaign performance;
- Optional **premium subscription** features for consumer accounts;
- Related features such as event listings, place closure reporting, and sponsored placements.

We may add, modify, suspend, or remove features at any time. We will use reasonable efforts to notify you of material changes that affect paid features.

3. Eligibility and Age Restriction

The Service references nightlife venues, including bars and night clubs, that may serve alcohol or have age restrictions imposed by local law. You represent and warrant that:

- You are at least **18 years old** (or the age of majority in your country of residence, whichever is higher);
- You have the legal capacity to enter into these Terms;
- For business accounts, you are duly authorised to bind the legal entity you represent.

We do not knowingly allow users under 18 to register. If we learn that an account belongs to a person under 18, we will close that account and delete the associated personal data in accordance with our [Privacy Policy](#).

4. Accounts

4.1 Account creation

You may create a Nocturne Finder account using a valid email address and password, or via Google sign-in. You must provide accurate, current, and complete information and keep it up to date.

4.2 Account security

You are responsible for safeguarding your password and for any activity under your account. You must notify us immediately at info@nocturnefinder.com if you suspect unauthorised access.

4.3 Account types

- **Consumer account** — for individuals discovering places and events.
- **Business account** — for venue owners or their authorised representatives.

A single user may hold both types of access. Different features and obligations apply depending on the account type.

4.4 Account suspension and termination

We may suspend or terminate your account, with or without notice, if you breach these Terms, if your use of the Service exposes us or other users to legal, security, or reputational risk, or if we are required to do so by law.

You may close your account at any time by contacting info@nocturnefinder.com. Termination does not entitle you to a refund of any unused Ad Wallet balance except where required by applicable law (see Section 8).

5. Acceptable Use

You agree that you will not, and will not permit anyone else to:

- Use the Service in violation of any applicable law or regulation, including EU consumer protection, competition, and advertising laws;
- Submit false, misleading, defamatory, or infringing content, including fake business claims, fake closure reports, or impersonation of another venue or person;
- Scrape, crawl, or otherwise extract data from the Service in bulk, or use automated means (bots, scripts, IP rotation, proxy farms) to bypass rate limits, search quotas, or anti-abuse measures;
- Reverse-engineer, decompile, or attempt to derive source code from the Service, except to the extent permitted by mandatory law;
- Interfere with or disrupt the integrity, security, or performance of the Service, including by introducing malware, exploiting vulnerabilities, or conducting unauthorised penetration testing;
- Use the Service to send spam, unsolicited marketing, or to target minors;
- Resell, sublicense, or commercially exploit the Service without our prior written consent.

We may investigate suspected breaches and cooperate with law enforcement where appropriate.

6. User-Generated Content

6.1 Content you submit

The Service allows you to submit content, including profile information, profile photos (avatars), place closure reports, claimed-place details (such as phone number, website, opening hours), and event listings with images ("**User Content**").

6.2 Your responsibilities

You represent and warrant that you own or have all necessary rights to your User Content, that it does not infringe any third-party rights, and that it complies with applicable law and these Terms.

6.3 Licence to us

You grant Nocturne Finder a **worldwide, non-exclusive, royalty-free, sublicensable licence** to host, store, reproduce, adapt (for technical purposes such as resizing or formatting), publish, and display your User Content **solely for the purpose of operating, providing, and promoting the Service**. This licence ends when you remove your User Content or close your account, except that we may retain copies as required for legal compliance, dispute resolution, or in anonymised/aggregated form.

6.4 Moderation

We do not pre-moderate User Content but may, at our discretion, review, edit, refuse, or remove content that violates these Terms or is otherwise objectionable. To report content, contact info@nocturnefinder.com.

7. Business Accounts and Advertising

7.1 Claimed places

Business users may claim ownership of a venue listing. By claiming a place, you confirm that you are the legitimate owner or duly authorised representative of that venue. We reserve the right to verify your claim and to reverse a claim found to be inaccurate or fraudulent.

7.2 Advertising — billing models

Sponsored placements are billed under one of the following models:

- **CPM** — cost per thousand impressions of a sponsored card;
- **CPC** — cost per click on a sponsored card;
- **CPS** — cost per search in which the sponsor was eligible and served;
- **Flat-fee sponsorships** — legacy campaigns priced as a fixed fee (closed to new orders; existing campaigns continue until expiry).

Effective rates are determined by auction, subject to reserve prices, daily campaign budgets, and global frequency caps. These parameters may be adjusted by us from time to time.

7.3 Ad Wallet

Business users top up an "**Ad Wallet**" via our payment processor (currently **Stripe**). Funds in the Ad Wallet are:

- **Pre-paid credit** to be consumed by your advertising activity;
- **Non-transferable** between accounts;
- **Non-refundable** once consumed by impressions, clicks, or searches that have already been served, except where required by applicable EU consumer protection law.

We maintain a ledger (transaction history) of all wallet credits and debits. You may request a copy of your ledger at any time.

7.4 Refunds and chargebacks

Unused Ad Wallet balance may be refunded on request, subject to verification, a reasonable processing period, and deduction of any payment processor fees. We reserve the right to deny refunds in case of suspected fraud, breach of these Terms, or abuse of the advertising system. Chargebacks issued without first contacting us may result in account suspension and recovery of the disputed amount.

7.5 Advertising content

You are solely responsible for the content, accuracy, and legal compliance of your advertising material, including (without limitation) compliance with EU rules on alcohol advertising and the protection of minors. We may reject, remove, or pause campaigns that violate these Terms, our advertising policies, or applicable law, without liability and without refund of fees lawfully incurred.

8. Premium Subscriptions (Consumer)

Consumer users may purchase optional premium subscription features. Premium subscriptions:

- Are billed via our payment processor in advance, for the period selected;
- Renew automatically only if explicitly stated at the time of purchase, and may be cancelled at any time before the next renewal;
- Are subject to the EU **14-day right of withdrawal** for digital services, **unless you have expressly requested immediate provision of the service and acknowledged that you thereby lose your right of withdrawal**, as permitted under Directive 2011/83/EU.

After the right-of-withdrawal period, subscriptions are non-refundable except as required by mandatory law.

9. Place Data and Third-Party Content

The Service displays information about venues and places obtained from third-party sources, including **Google Maps / Places** and similar services. We do not warrant the accuracy, completeness, or timeliness of such information. Hours, prices, contact details, and availability may change without notice. Always verify critical information with the venue directly.

Third-party content is provided subject to the terms and policies of the relevant provider.

10. Intellectual Property

The Service, including its software, design, trademarks, logos, and content provided by us (excluding User Content and third-party content), is owned by Experts SEA or its licensors and is protected by intellectual property laws.

Subject to your compliance with these Terms, we grant you a **limited, non-exclusive, non-transferable, revocable** licence to use the Service for its intended purpose. All rights not expressly granted are reserved.

11. Disclaimers

To the maximum extent permitted by applicable law:

- The Service is provided **"as is" and "as available"**, without warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement;
- We do not warrant that the Service will be uninterrupted, error-free, or secure;
- We are not responsible for the conduct of any venue, business, or other user, nor for the quality, safety, or legality of any goods or services offered by venues listed on the Service.

Nothing in this section limits any statutory rights you have as a consumer under mandatory EU law.

12. Limitation of Liability

To the maximum extent permitted by applicable law:

- We are not liable for any **indirect, incidental, special, consequential, or punitive damages**, or any loss of profits, revenue, data, goodwill, or business opportunity, arising out of or in connection with your use of the Service;
- Our **total aggregate liability** for any claim arising out of or relating to these Terms or the Service shall not exceed the **greater of (a) one hundred euros (€100) or (b) the total amount you have paid to us in the twelve (12) months immediately preceding the event giving rise to the claim.**

Nothing in these Terms limits liability for: (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability that cannot be excluded or limited under applicable law.

13. Indemnification

You agree to indemnify and hold harmless Experts SEA, its affiliates, and their respective officers, employees, and agents from any claims, damages, liabilities, and expenses (including reasonable legal fees) arising out of (a) your breach of these Terms, (b) your User Content, or (c) your misuse of the Service.

14. Changes to the Service and to the Terms

We may modify these Terms at any time. We will publish the updated Terms on the Service and update the "Last updated" date above. For material changes affecting your rights, we will provide reasonable advance notice (e.g., by email or in-product notice) before they take effect.

Your continued use of the Service after the effective date of the updated Terms constitutes acceptance. If you do not agree to the changes, you must stop using the Service and may close your account.

15. Governing Law and Dispute Resolution

15.1 Governing law

These Terms are governed by the laws of the European Union and, where applicable, the laws of the EU Member State in which Experts SEA is established, **without prejudice to mandatory consumer protection rules of the country in which you have your habitual residence.**

15.2 Consumer disputes

If you are a consumer resident in the EU, you may bring proceedings before the courts of your country of habitual residence, and you may benefit from the protections of mandatory provisions of the law of that country.

15.3 Online dispute resolution

The European Commission provides an Online Dispute Resolution platform accessible at <https://ec.europa.eu/consumers/odr>. We are not currently obliged to participate in alternative dispute resolution before a consumer arbitration body, but you may contact info@nocturnefinder.com to attempt amicable resolution before initiating proceedings.

16. Miscellaneous

- **Entire agreement.** These Terms, together with the Privacy Policy and any policies referenced herein, constitute the entire agreement between you and us regarding the Service.
- **Severability.** If any provision is held to be unenforceable, the remaining provisions remain in full force and effect.
- **No waiver.** Our failure to enforce any provision does not constitute a waiver of that provision.
- **Assignment.** You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a corporate reorganisation, merger, or sale of assets.
- **Notices.** We may send notices to the email address associated with your account. You may send notices to us at info@nocturnefinder.com.

17. Contact

Experts SEA Website: <https://experts-sea.com> Service: **Nocturne Finder** Email: info@nocturnefinder.com