

TERMS OF USE

Last Updated: January 11, 2022

These Terms of Use govern your use of the mobile app “My Feed•Preview for Instagram” (the “**My Feed**”).

By using My Feed (other than reading these Terms of Use for the first time) you are agreeing to comply with these Terms of Use which may change from time to time as set forth herein.

If you are an individual agreeing to the terms of these Terms of Use on behalf of an entity, such as your employer, you represent that you have the legal authority to bind that entity, and “you” and “your” shall refer herein to such entity.

1. LICENSE.

1.1. **License Conditions.** As long as you follow these Terms of Use, we grant to you a non-exclusive, non-transferable, non-sublicensable license to download, install and use My Feed for your non-commercial purposes in compliance with these Terms of Use (the “**License**”).

1.2. **Prohibited Use.** When using My Feed, you shall not:

- a. Resell, create external hyperlinks, use, copy, track (e.g. using spider and scraping software), display, download or reproduce any piece of content or information, software, products or services available in My Feed for any commercial or competitive activity or purpose;
- b. Use information to which the requirements of personal data law apply (in particular, GDPR, CCPA) in violation of such law;
- c. Reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of My Feed, in whole or in part;
- d. Use access to My Feed, any other information for the purpose of building or replicating My Feed;
- e. Copy and / or distribute My Feed, in whole or in part;
- f. Try to interfere with the operation of My Feed, disrupt the process of providing My Feed to other users or otherwise try to harm My Feed and / or its users (DoS, DDoS attack, etc.);
- g. Use My Feed in any other manner that is contrary to the law or these Terms of Use.

2. NO WARRANTIES.

2.1. My Feed is provided “as is” and we (and our licensors, where applicable) expressly disclaim any warranties and conditions of any kind. We (and our licensors, where applicable) make no warranty that My Feed: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; (c) results that may be received using My Feed to be accurate and reliable; and (d) quality of any information or services obtained using My Feed meeting your expectations.

2.2. No advice or information, whether oral or written, obtained from us or elsewhere, shall create any warranty not expressly stated in these Terms of Use. You are solely responsible for any consequences of your use of My Feed.

3. OWNERSHIP.

3.1. **My Feed Ownership.** We (and our licensors, where applicable) hold all and any rights to My Feed (including all modifications and additions to My Feed, any versions thereof), its parts and components, and other intellectual property, except as expressly granted to you herein.

3.2. **Trademark Ownership.** All trademarks, service marks, and trade names are owned, registered and / or licensed by us (and our licensors, where applicable). You do not acquire a

license or any ownership rights to any trademarks, service marks or trade names through your use of My Feed.

4. USER CONTENT.

4.1. **User Content.** My Feed allows you to upload certain content (particularly, photos) (the “**User Content**”).

4.2. **License.** By providing your User Content, you grant us a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, exploit, modify, publicly display, publicly perform, create derivative works from, incorporate it into other works, change, reformat, and distribute your User Content in connection with providing and operating My Feed and related services.

4.3. **Restrictions.** When uploading your User Content, you shall not:

- a. Upload any User Content that infringe or violate the rights of any party;
- b. Upload User Content of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms of use and Privacy Policy; or
- c. Upload any material that contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of My Feed.

4.4. **Review.** We reserve the right to review all User Content submitted to My Feed and to remove any User Content for any reason, at any time, without prior notice, at our sole discretion.

4.5. **Release.** Notwithstanding anything above, you agree that we do not verify your User Content when you upload it. You assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable.

4.6. **Deletion.** We are not obligated to backup any User Content and User Content may be deleted at any time. You are solely responsible for creating backup copies of your User Content if you desire.

5. SUBSCRIPTION.

5.1. My Feed is free to download and use and but you may have access to the full functionality under the paid subscription (the “**Subscription**”).

5.2. **Fee.** Subscriptions may be available at different fees chargeable for a set period of time specified in My Feed (the “**Subscription Period**”). We in our sole discretion and at any time may modify the Subscription fee. Any Subscription fee change will become effective as of the following Subscription Period. You will be provided a reasonable prior notice of any change in Subscription fee. If you do not agree to the change in Subscription fee, you shall cancel your Subscription, and it will expire at the end of the current Subscription Period.

5.3. **Trial.** Trial Subscription is offered free of charge for certain period of time from activation specified in the relevant offer in My Feed. If you do not cancel the Subscription within such period, Subscription fee shall be charged from your app store account, which you downloaded My Feed from (the “**app store**”), when the trial period expires.

5.4. **Renewal.** Please note that your Subscription begins immediately after the activation of a trial Subscription, not after the trial Subscription. You may cancel a Subscription during its free trial period using the Subscription setting from your account in the app store. Subscription is automatically renewable, unless you turn off it at least 24 (twenty-four) hours before the expiry of the current Subscription. Subscription fee shall be taken from your account in the app store. In case Subscription fee cannot be taken from your account in the app store due to absence of monetary funds, invalidity of credit card or for any other reasons, your Subscription is automatically cancelled.

5.5. **Purchase processing.** You acknowledge and agree that all billing and transaction processes are handled by the app store and are governed by the app store' terms. If you have any payment related issues regarding Subscription, then you need to contact the app store.

5.6. **No refund.** Except when required by law, paid Subscription fees are non-refundable.

5.7. **Representations.** By purchasing Subscription, you are confirming that you have any and all permission that may be necessary in order to allow you to purchase Subscription. If you are a parent(s) or legal guardian we recommend that you consider any parental controls that may be provided by the app store if you are concerned that your child may make excessive purchases.

6. **THIRD-PARTIES.**

6.1. **App Store.** You acknowledge and agree that the availability of My Feed is dependent from the app store from which you downloaded My Feed. You acknowledge that these Terms of Use are between you and us and not with the app store. You agree to comply with all applicable policies of relevant app store. In the event of a conflict between these Terms of Use and policies of relevant app store, the policies of relevant app store shall take priority.

6.2. **Third-party Platforms.** Part of functionality of My Feed is available only in connection with third-party platforms such as Instagram. This use allows us to provide you with more options within My Feed, but since we have no control over the activities of third-party platforms providers, we cannot be responsible for or give any warranties with respect to them.

6.3. **Ads.** My Feed may be supported by advertising revenues and we may place advertising, promotions or sponsored content (the "**Third-Party Ads**"). You acknowledge that we may not always identify Third Party Ads content. The manner, mode and extent of such Third-Party Ads content is subject to change without notice to you. We are not liable for any errors in content or omissions in any Third-Party Ads, nor responsible for any losses or damages of any sort incurred as a result of your participation with, use of, or reliance on the Third-Party Ads, including any goods, products or services offered by such Third-Party Ads.

6.4. **Amendments.** You agree that our interaction with third parties depend on the terms and conditions of such third-party, and such terms and conditions can be amended at any time upon the initiative of a relevant third-party. Such amendments may make it impossible or significantly restrict the ability to use My Feed, but is independent of our will and we are not responsible for it.

7. **INDEMNIFICATION BY YOU.** You agree to hold harmless and indemnify us and our authorized officers, directors, employees, agents, partners, licensors, resellers, successors and assigns from and against any third-party claim arising from or in any way related to your breach of these Terms of Use, Privacy Policy or your use of My Feed in violation of applicable laws, rules or regulations, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of any kind and nature.

8. **LIMITATION OF LIABILITY.**

8.1. **Limitations.** You expressly understand and agree that we shall not be liable to you for any direct, indirect, incidental, special consequential, or exemplary damages incurred by you, including, but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute services, or other loss. The foregoing limitations on our liability shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

8.2. **Cap on liability.** If the limitation of liability provision under applicable law is held invalid, in any case, our cumulative liability for all claims arising from or relating to My Feed shall be a maximum of 100.00 (one hundred) euro.

8.3. **Force Majeure.** In no event will we be liable or responsible for any failure or delay when and to the extent such failure or delay is caused by any circumstances beyond our reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades, a national or regional emergency, internet connection degradation, strikes, labor stoppages or slowdowns or other industrial disturbances, a passage of a law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications (including the deterioration of internet connection) or transportation.

9. **TERM OF LICENSE.**

9.1. **Term.** Your License is valid from the moment you consent to these Terms of Use and will remain in full force and effect until terminated as specified below.

9.2. **Termination from your side.** You may terminate your License with immediate effect by deleting My Feed from your device. You understand that any termination may involve deletion of your User Content. We will not have any liability whatsoever to you for any termination of your License, including deletion of your User Content. Only if we continue to operate My Feed, you may again download My Feed, however, any User Content cannot be restored.

9.3. **Termination from our side.** We may immediately terminate or suspend your License in the following cases:

- a. We have reasonable grounds to believe that you are in breach of these Terms of Use or our Privacy Policy or applicable laws (without prior notice to you);
- b. For any other reason (with or without notice to you).

9.4. **Effect of termination.** Upon the termination of your License, you shall stop using My Feed. Termination of your License by any reason does not bind us to return you any fees. Your obligations to pay off the outstanding payments to us, if any, shall remain in force after termination until their full performance.

10. **CHANGES TO THESE TERMS OF USE.** These Terms of Use may be modified from time to time. Continued use of My Feed upon the effective date of changes to these Terms of Use shall indicate your consent to such changes and agreement to be bound by the terms and conditions of such changes.

11. **AGE LIMITS.** You represent that you are at least 13 years old, except in European Economic Area, where My Feed is limited to users aged 16 years and above. If you are younger than 13 years (or 16 where applicable), you can only download My Feed and use it on your device, if your parent(s) or legal guardian have/has reviewed these Terms of Use and allowed you to download My Feed and use My Feed subject to these Terms of Use. We may require adequate proof of your identity and age and consent from parent(s) or legal guardian at any time.

12. **APPLICABLE LAW AND DISPUTE RESOLUTION.**

12.1. **Applicable law.** Any issue which is not agreed in these Terms of Use will be governed by English law.

12.2. **Dispute resolution.** The parties will endeavor to resolve all disputes, controversies, and claims that may arise in connection with the execution, termination, or invalidation of these Terms of Use by negotiations. The party which has any claims and / or disagreements shall send a message to the other party indicating the claims and / or disagreements that have arisen. If nevertheless a disagreement or claim was not solved by negotiations, such dispute shall be resolved in the competent court at the place of registration of us.

13. **MISCELLANEOUS.**

13.1. **Severability.** If any provision of these Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Use will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.2. **Entire agreement.** These Terms of Use is the final, complete and exclusive agreement between you and us with respect to the subject matters hereof and supersede and merge all prior discussions and agreements between the parties with respect to such subject matters (including any prior Terms of Use).

13.3. **No waiver of rights.** Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

13.4. **Titles and interpretation.** The clause titles in these Terms of Use are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”.

13.5. **Independent contractor.** Your relationship to us is that of an independent contractor, and neither party is an agent or partner of the other.

13.6. **Assignment.** These Terms of Use and your rights and obligations herein may not be assigned by you without our prior written consent, and any attempted assignment in violation of the foregoing will be null and void. We may assign these Terms of Use without your consent. The terms of these Terms of Use shall be binding upon assignees.

14. NOTICE.

Any notice pursuant to these Terms of Use should be sent to contact@myfeed.app.