

## **Terms of Use**

Welcome! These Terms of Use explain the terms for using Universal Remote for TV Smart•. Please read these Terms of Use carefully before accessing or using Universal Remote for TV Smart•. We've included a brief summary for each section below to help you understand key points, but these summaries are being included for reference purposes only and you acknowledge and agree that they are not intended to be comprehensive summaries, and they do not affect in any way the meaning or interpretation of this Agreement.

By using Universal Remote for TV Smart•, you agree to be bound by these Terms. If you don't agree to these Terms, do not use Universal Remote for TV Smart•. If you are using Universal Remote for TV Smart• on behalf of an organization (such as your employer), you are agreeing to these Terms for that organization, and are indicating that you have the authority to bind that organization to these Terms. In that case, "you" and "your" will refer to that organization.

We may revise the Terms from time to time. Changes may be posted to our blog and within Universal Remote for TV Smart•, so please check that regularly. The most current version will always be posted on our Terms page. By continuing to use Universal Remote for TV Smart• after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using Universal Remote for TV Smart•.

### ***Auto Renewing Subscriptions***

For auto renewing subscriptions completed in Universal Remote for TV Smart• following terms apply:

- Payment will be charged to iTunes Account at confirmation of purchase.

- Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.
- Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal.
- Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase.
- Any unused portion of a free trial period, if offered, will be forfeited when the user purchases a subscription to that publication, where applicable.
- You can cancel a free trial or subscription anytime by turning off auto-renewal through your iTunes account settings. This must be done 24 hours before the end of a free trial or subscription period to avoid being charged. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the free service.

### ***Your Information and Responsibilities***

To use Universal Remote for TV Smart•, you optionally can create an account, either via Universal Remote for TV Smart• or through your account with a third-party service such as Facebook. In the latter case, your Universal Remote for TV Smart• account will be created using the information you provided to that service, such as your name and email address and other personal information that your privacy settings on that service permit us to access.

You may use Universal Remote for TV Smart• only if you are 13 years or older and are not barred from using Universal Remote for TV Smart• under applicable law.

You are responsible for safeguarding the password that you use to access Universal Remote for TV Smart•. You are responsible for any activity on your account, whether or not you authorized that activity.

You should immediately notify Universal Remote for TV Smart• of any unauthorized use of your account.

By using Universal Remote for TV Smart•, you provide us with text, graphics, images and other information ("your content"). You retain full ownership of your content. Universal Remote for TV Smart• does not claim any ownership rights to your content. However, you are also solely responsible for your content. You indicate that you own or have the necessary rights to all of your content, and that use of your content does not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

### ***Universal Remote for TV Smart• Intellectual Property Rights***

‘имя разраба’ and their licensors exclusively own Universal Remote for TV Smart•, including all associated intellectual property rights. You acknowledge that Universal Remote for TV Smart• is protected by copyright, trademark, and other laws of Austria, the United States and other foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights or notices incorporated in or accompanying Universal Remote for TV Smart•.

Universal Remote for TV Smart• grants you a limited, non-exclusive, non-transferable license to view, copy, and display Universal Remote for TV Smart• solely in connection with your permitted use of Universal Remote for TV Smart•.

### ***General Prohibitions***

You agree not to do-or attempt to do-any of the following:

- Probe, scan, or test the vulnerability of any Universal Remote for TV Smart• system or network or breach any security or authentication measures;
- Access, tamper with, or use non-public areas of Universal Remote for TV Smart•, Universal Remote for TV Smart• computer systems, or the technical delivery systems of Universal Remote for TV Smart• providers;
- Decipher, decompile, disassemble or reverse engineer any of the software used to provide Universal Remote for TV Smart•;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including sending a virus, overloading, flooding, spamming, or mail-bombing Universal Remote for TV Smart•;
- Access or search Universal Remote for TV Smart• or download any intellectual property from Universal Remote for TV Smart• through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than our publicly supported interfaces;
- Plant malware or use Universal Remote for TV Smart• to distribute malware;
- Send any unsolicited communications, promotions, advertisements or spam;
- Send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- Post or transmit anything that is fraudulent or misleading, or that infringes on others’ rights;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate the privacy of others;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the above.

Although we’re not obligated to monitor access to or use of Universal Remote for TV Smart• or your content or to review or edit any of your content or the intellectual property of other Universal Remote for TV

Smart• users, we have the right to do so for the purpose of operating Universal Remote for TV Smart•, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any of your content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any of your content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects Universal Remote for TV Smart•. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

### ***Termination***

We may suspend Universal Remote for TV Smart• or terminate your access to and use of Universal Remote for TV Smart•, at our sole discretion, at any time and without notice to you. For example, we may suspend or terminate your use if you are not complying with these Terms, or use Universal Remote for TV Smart• in any way that would cause us legal liability or disrupt others' use of Universal Remote for TV Smart•. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately. You may cancel your account at any time by sending an email to 10nicolemayer1988@gmail.com

### ***Limitation of Liability***

NEITHER Universal Remote for TV Smart• NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING Universal Remote for TV Smart•, INCLUDING OUR LICENSORS, WILL BE LIABLE

FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE Universal Remote for TV Smart• OR OUR LICENSORS' INTELLECTUAL PROPERTY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Universal Remote for TV Smart• HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

***Contact Information***

If you have any questions about these Terms, please contact us at:

10nicolemayer1988@gmail.com