

TERMS OF USE

These Terms of Service (“Terms”) govern your access and use of the ReTok mobile software application (the “Application”) and all services available through the Application (collectively, the “Services”). “You” or “Your” means an adult user of the Services, or as the parent or guardian of any minor whom you allow access to the Services, and for whom you will be held strictly responsible.

By downloading the ReTok & Apps mobile software, registering to use the Application or otherwise accessing the Application on a local device or remote device or server, you may be eligible to use any of the Services.

Any information that you supply to us will be governed by these Terms and the Privacy Policy (as defined below) as they may be updated from time to time by us. You agree to abide by the rules and policies established from time to time by us. Such rules and policies will be applied generally in a nondiscriminatory manner to all users of the Services.

If you are using the Services on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such other entity to these Terms. If you do not have such authority, then you may not use the Services on behalf of your employer and you must discontinue all use of the Services immediately.

Subscription Policy

Your subscription for a Commercial Use Package may start with a free trial. The free trial period of your subscription lasts for the period specified during sign-up. If at the end of the free trial period, you wish to continue use of the Commercial Use Package, we will ask you to provide your billing information and charge your designated payment method on a recurring basis. Free trials are for new and certain former users only. ReToks reserves the right, in its absolute discretion, to determine your free trial eligibility.

Unless you cancel your subscription in the “Billing” section of your account settings, your subscription will automatically renew at the then-current fee. You will be charged on the date you signed up for a Commercial Use Package (or at the end of your free trial period) for the period ending on the last day of the then-current month, and subsequently, you will be charged in advance on or around the last day of each month for the immediately following monthly subscription term.

ReToks may, from time to time, modify, amend, or supplement its pricing and billing procedures, and such changes shall be effective immediately upon posting an update of these Terms or posting such changes elsewhere on the Site. If you do not accept the new changes, you should terminate your subscription immediately. If there is a dispute regarding your payment of fees, or the Service, ReToks shall have the right to terminate your account without prior notice. All fees are exclusive of any sales and use taxes, which shall be your responsibility and liability.

Intellectual Property & Content

ReToks and its licensors own the Services, including all worldwide intellectual property rights in the Services, and the trademarks, service marks, and logos contained therein.

If you are a Personal User, ReToks hereby grants you a limited, revocable, personal, worldwide, royalty-free, non-exclusive, nonsublicensable and non-assignable license to use the applicable (Basic or Premium) Services solely for your Personal Use. Except as expressly permitted herein, Personal Users may not copy, further develop, reproduce, republish, modify, alter, download, post, broadcast, transmit or otherwise use the Services.

Disclaimer

Your use of any aspect of the Application is at your own risk. ReToks makes no representations or warranties whatsoever in respect of the Services or Content. Neither ReToks nor any of its affiliates will be liable for any direct, incidental, consequential, indirect, punitive, exemplary, special or other damages, whether under any contract, tort (including negligence), strict liability, or other theory, and regardless of whether it has been advised of the possibility of such claim or damage, arising in connection with the Services, Submissions or Content. ReToks cannot accept any liability whatsoever in respect of any Skins and/or Content which is modified by you or any other third party.

Limitations

You and ReToks agree that any arbitration shall be limited to the Claim between ReToks and you individually. YOU AND ReTok AGREE THAT (a) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (b) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (c) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.