

Terms of Use

ABOUT US

Our Platforms (“Platforms” means mobile applications (means applications (each an “App”, collectively “Apps”) and any related documentation, services; any images, logos, music, photographs and video content that are incorporated into and form part of our Apps (“App Content”) are owned, operated and managed by Chelsea Gilbert (we / us / our). If you have any questions or concerns about this privacy notice, or our practices with regards to your personal information, please contact us at chelseagilbert356@gmail.com.

INTRODUCTION

- These terms of use (“Terms”) constitute an agreement between you and us regarding your use of our Platforms.
- Please read these Terms and our [privacy policy](#), available very carefully. By using our Platforms, you agree to be bound by these Terms and by our Privacy Policy. If you don’t agree to these Terms and our Privacy Policy, do not use the Platforms.
- Any terms you have with your respective mobile network provider (“Mobile Provider”) continue to apply and you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing our Platforms and any third party charges as may arise from time to time. You will be solely responsible for any costs and other charges or expenses charged by your Mobile Provider, internet service provider, network operator and/or any other third party provider in relation to your internet service, your mobile service and any use of our Platforms. In the event that you are not the bill payer for the device being used to access our Platforms, you will be assumed to have obtained permission from the relevant bill payer for using our Platforms.
- If you use our Platforms onto any device not owned by you, you must have the owner’s permission to do so. You will be responsible for complying with these Terms, whether or not you own the device.
- Any words following the terms ‘including’, ‘include’, ‘in particular’, ‘for example’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

OUR PLATFORMS

- Our Platforms include our Site and our Apps

AVAILABILITY

- We will use reasonable endeavors to ensure that our Platforms are available for download and use at all times. However, our Platforms are provided over the internet and mobile networks and so their operation and availability may be affected by factors outside of our control at any time for any reason. We do not

guarantee that use of or access to our Platforms will always be available and/or uninterrupted.

CONDITIONS OF USE

- In return for your agreeing to comply with these Terms you may:
 - (a) download our Apps onto a device and view, use and display our Apps on the device for your personal purposes only;
 - (b) use any related documentation to support use of our Apps as permitted by these Terms; and
 - (c) receive updates to the software code of our Apps via our Apps store that you downloaded our Apps from – these may incorporate patches and corrections of errors as we may provide to you.
- Your right to use our Apps is personal to you, you may not otherwise transfer our Apps to anyone else for any reason. If you sell or give away any device on which our Apps is installed, you must remove our Apps from it first.
- The ways in which you can use our Apps may also be governed the terms of the app store that you downloaded our Apps from. In the event of a conflict between these Terms and the terms of the app store that you downloaded our Apps from, the terms of our Apps store from which you downloaded our Apps shall take priority.

RESTRICTIONS

- Unless you have requested and received our prior written consent or unless expressly permitted in these Terms, you must not:
 - (a) copy our Apps except as part of the normal use of our Apps or where it is necessary for the purpose of creating a back-up or operational security;
 - (b) modify or translate our Apps in whole or in part, or combine or merge our Apps with any other object code or program;
 - (c) reverse engineer, decompile, disassemble, reduce the object code of our Apps to source code form or create (or attempt to create) derivative works based on the whole or any part of our Apps, except to the extent permitted by applicable law, and provided that the information obtained by you during such activities:
 - (i) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it to in accordance with applicable law; and
 - (ii) is not used to create any software that is substantially similar in its expression to our Apps
 - (iii) is kept secured; and
 - (iv) is used only in accordance with applicable law;
 - (d) distribute, sub-license, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer our Apps or your right to use our Apps;

- (e) remove, modify, block, disable, obscure or impair any copyright, trademark, or other proprietary notices, material or advertising belonging to us, our licensors or other third parties contained within our Apps;
- (f) incorporate our Apps into another service or website or make it available via framing or mirrors;
- (g) extract any data or metadata from our Apps nor create any index or database incorporating any part of it;
- (h) circumvent, disable or otherwise interfere with security-related features of our Apps or features that:
- (i) prevent or restrict use or copying of any part of our Apps; or
- (ii) enforce limitations on use of our Apps,
- (i) do anything that may cause damage to our Apps;
- (j) carry out any harmful or illegal activities using our Apps; or
- (k) use our Apps in any manner not expressly authorized by these Terms;
- (l) use any robot, spider or other automated device or process to access the Site for any purpose or copy any material;
- (m) publish, post, upload or distribute user content or content that is illegal or that you don't have permission to freely distribute;
- (n) use or distribute unauthorized software programs or tools, such as "auto" software programs, "macro" software programs, "cheat utility" software program or applications, exploits, cheats, or any other hacking, altering or cheating software or tool;
- (o) modify any file or any other part of the Platforms that we do not specifically authorize you to modify.

ACCEPTABLE USE

- You must:

- (a) not use our Platforms in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously (for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into our Apps or into any operating system);
- (b) not infringe any rights (including intellectual property rights) belonging to us or any third party in relation to your use of our Platforms;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of our Platforms;
- (d) not use our Platforms in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (e) comply with any applicable third party terms and conditions in respect of your use of our Platforms; and
- (f) not collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from our servers.

FEES

- Once you have installed our Apps, you can select the subscription that you would like in order to use each App. Subscriptions are available on a weekly, monthly, annual and lifetime basis and further details of each type of subscription and its cost are detailed on the App.
- App Content may be made available via in-app purchasing.
- All transactions between you and us are handled via the app store that you downloaded the App from.

INTELLECTUAL PROPERTY RIGHTS

- All intellectual property rights in our Platforms throughout the world belong to us and our licensors and the rights in our Platforms are licensed (not sold) to you. You have no intellectual property rights in, or to, our Platforms other than the right to use them in accordance with these Terms.

LIABILITY

- If we fail to comply with these Terms we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but subject to paragraph 13, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen (“Foreseeable Losses”); and
- We limit our aggregate liability for Foreseeable Losses, arising out of or in connection with these Terms, to you in respect of all events occurring in any calendar year, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, to the greater of:

(a) 100% of the fees paid and payable by you to us in respect of the Platforms in such calendar year;

- Circumstances giving rise to a loss or damage which is not foreseeable includes but shall not be limited to:

(a) any use of our Platforms in a manner that we do not authorize;

(b) ending, suspending or restricting use of our Platforms in accordance with these Terms;

(c) any loss or damage caused by us in circumstances where there is no breach of contractual obligation or legal duty owed to you by us;

(d) any loss or damage (including to any device or content belonging to you) caused by us to the extent that such loss or damage results from your negligence, your failure to follow our reasonable instructions or any other breach of these Terms (or any other contract you have in place with us), unless we were in breach of a legal obligation or duty of care owed to you by us and that breach is the substantial cause of the loss or damage;

(e) any loss or damage caused by any error, bugs or viruses arising in your use of our Platforms that are not directly caused by or attributable to our Platforms, or any

incompatibility of our Platforms with any other software, hardware or material on your device;

- Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded.
- If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the technical requirements advised by us.
- Our Apps are for domestic and private use only. If you use our Apps for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- Please note that in some jurisdictions consumer protection laws may not allow certain disclaimers or exclusions or limitations of liability and consequently some of the disclaimers, exclusions and limitations of liability in these Terms may not apply.
- If our provision of support for our Platforms is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. Provided we do this we will not be liable for delays caused by the event but you may terminate these Terms by ceasing to use our Platforms, deleting or removing our Apps from your device.
- The distribution of our Apps via app stores is governed by their rules with which we must comply. There are some locations where Apps with paid for in-app purchasing products are not permitted and therefore in those locations our Apps will not be visible to app store users registered in those locations.
- You agree that you will compensate us for any losses (including reasonable legal fees) that we incur as a result of any breach of our terms of use.

YOUR PRIVACY

- We only use any personal data we collect through your use of our Platforms in the ways set out in our [Privacy Policy](#)
- Please be aware that internet transmissions are never completely private or secure and that any message or information you send using our Platforms may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- By using our Platforms, you agree to us collecting and using technical information about the devices you use our Platforms on and related software, hardware and peripherals to improve our products.

THIRD PARTY WEBSITES

- You acknowledge that our Platforms may contain links to third party websites (whether by way of advertisements or otherwise) that are not owned or controlled by us. Such links are provided for your reference only. We do not control such websites and are not responsible for the contents or your use of them, and as a result we do not accept responsibility for the availability, suitability, reliability or content of such third party websites.
- Our inclusion of such hyperlinks in our Platforms does not imply any endorsement of the material or the views expressed within them.

SUPPORT

- If you think our Platforms are faulty or misdescribed please contact us.
- If we have to contact you we will do so by email, using the contact details you have provided to us.

ADVERTISING AND MONETISATION

- You acknowledge that our Apps and the App Content may be supported by advertising revenues and we may place advertising, promotions or sponsored content on our Apps or on, about, or in conjunction with the App Content. You acknowledge that we may not always identify advertising, promotions and sponsored content and the manner, mode and extent of such advertising, promotions and sponsored content is subject to change without notice to you. We may at our sole discretion provide the ability to pay to remove advertisements via the settings menu within our Apps.

CHANGES TO OUR PLATFORMS

- From time to time we may automatically update our Platforms to improve performance, enhance functionality, reflect changes to the operating system or address security issues.
- In respect of Apps if you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using our Apps.
- Changes to our Apps will not prevent our Apps working with the versions of the operating system shown on the app store that you downloaded the App from.

CHANGES TO THESE TERMS

- These Terms may only be modified with our prior written consent. We may alter or amend these Terms, including introducing new terms, that are:

(a) the result of a change in applicable law or our business;

(b) necessary for the provision of our Platforms; or

(c) the result of any improvements to our Platforms.

- If we make any changes (including any changes to our policies), we will give thirty (30) days' prior written notice to you by email. If you notify us in writing within the thirty (30) days that you do not accept the change, these Terms will terminate immediately. However, if you continue to use our Platforms after

providing such notice or after the thirty (30) day period, you are accepting these Terms as updated.

- We are under no obligation to notify you of any changes to these Terms that result in minor adjustments or corrections to these Terms.

TRANSFER OF RIGHTS

- We may transfer our rights and obligations under these Terms to another organization. We will ensure that the transfer will not affect your rights under these Terms.
- You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

TERMINATION

- These Terms apply from when you start to use our Platforms (the “Effective Date”) and will remain in full force and effect while you use our Platforms until termination.
- We may terminate these Terms and your use of our Platforms, or suspend your use of our Platforms, immediately by written notice to you if:

(a) we consider that you have used our Platforms in violation of these Terms;

(b) we believe there has been unauthorized access to our Platforms;

(c) we, at our sole discretion, decide to withdraw our Platforms (whether in whole or in part);

(d) we have a legal or regulatory obligation imposed on us, which impacts our ability to provide our Platforms; or

(e) for any other reason provided that we have given you thirty (30) days’ written notice by email, SMS or via an electronic communication within our Platforms.

- We may discontinue licensing any of the App Content at any time at our sole discretion. In this instance you will be able to continue to use our Apps with the App Content, but it will no longer be available on app stores and will no longer be supported by us.
- You can terminate these Terms by ceasing to use our Platforms, deleting or uninstalling our Apps from your device. If you purchase Subscription, you should also cancel your Subscription directly.
- Upon termination for any reason:

(a) all rights granted to you under these Terms cease (however, any liabilities incurred by you under these Terms prior shall survive any such termination);

(b) you must cease all activities authorized by these Terms; and

(c) you must delete or remove our Apps from your device.

USAGE RESTRICTIONS

- Use of Platforms is limited to users aged 13 years and above, except in the European Economic Area (“EEA”), where the services are limited to users aged 16 years and above. To make a purchase via Platforms (described in the

paragraph titled “Subscriptions” below), you must be 18 years or older and capable of forming a binding contract.

- SUBSCRIPTIONS

FREE OR PAID TRIAL

We may offer a free or paid (for a small payment) trial subscription for service. Unless you cancel at least 24 hours before the end of the trial, you will be automatically charged a price indicated on the payment screen or/and Apple’s payment pop-up screen for a chosen subscription period. Please note that if a trial is offered, this will be explicitly stated on the price screen before the checkout. If this is not the case, you will purchase our subscription without a trial.

SUBSCRIPTION

The Subscription renews automatically for the same period at the end of each Subscription period (each week, month, 6 months, year, or otherwise, depending on the option selected by you at the time of purchase) at the cost of the chosen package. Your Account will be charged for the renewed Subscription within 24 hours prior to the end of the current Subscription. If You cancel automatic renewal within the last 24 hours of the Subscription, such cancellation will take effect at the end of the new Subscription.

PAYMENT METHOD

Payment will be charged to the payment method you submitted at the time of purchase at confirmation of purchase (after you confirm by single-touch identification, facial recognition, or entering your payment method details on the web, or otherwise accepting subscription terms provided on the payment screen or on the pop-up screen provided by Apple) or after the end of the trial period. You authorize us to charge the applicable subscription fees to the payment method that you use.

1. Cancellation.

Your subscription renews automatically at the end of each period until you cancel. You must cancel your Subscription before it renews to avoid the billing of the fees for the next Subscription period.

- if You purchased the Subscription or enabled trial on the App Store, please, change subscription settings of Your Account. Learn more about managing subscriptions (and how to cancel them) on [Apple support page](#).

If You uninstall the App, Your Subscription will not stop automatically. You must cancel automatic renewal of Your Subscription in order not to be charged with the cost of the new Subscription.

REFUNDS

If you purchased a Subscription or enabled trial on App Store: If you are eligible for a refund, you’ll have to request it directly from Apple. To request a refund, follow these instructions from the [Apple support page](#).

Please note that after your subscription period expires, we will not be able to refund you as the service will be deemed consumed in full, unless otherwise provided for by applicable law.

CHANGES

To the maximum extent permitted by applicable laws, we may change subscription fees at any time. We will give you reasonable notice of any such pricing changes. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect.

GENERAL

- This agreement does not give rise to any rights to allow anyone other than you or us to enforce any term of these Terms or of the [Privacy Policy](#).
- Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of these Terms by you. Accordingly, we shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these Terms.

HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may email us at chelseagilbert356@gmail.com.

HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please contact us at chelseagilbert356@gmail.com.