

# CLEANYFACE

## Terms of use

This Terms of Use ("Agreement") applies to your access and use of the CleanyFace app.

Please note that the Agreement may be changed by CleanyFace at any time at its sole discretion. If we make changes, we will make a new copy of the Agreement available on our mobile app. We will also update the "Last Update" date at the top of the Agreement. If we make a material change, we will also send you a push notification or show you a pop-up via the CleanyFace app. Any changes to the Agreement will be effective immediately for new users of the mobile application and/or Services and will become effective thirty (30) days after notice of such changes is posted via push notifications on the CleanyFace App for existing users, provided that any material changes will become effective for existing users after thirty (30) days after sending a push notification of such changes. We may require you to provide consent to the updated Agreement in a certain manner before further use of the mobile application and/or Services will be permitted. If you do not agree to any changes after receiving notice of such changes, you must stop using the Services, including the mobile application. Otherwise, your continued use of the Services, including the mobile application, constitutes your acceptance of such changes. Please check the Terms of Use section of the CleanyFace app regularly to review the then current agreement.

If you have any questions about this Agreement or our Services, please contact us at [mlearsoft@gmail.com](mailto:mlearsoft@gmail.com) or use the contact form in the Support mobile app on the settings screen.

## 1. REQUIREMENTS

You must be at least 13 years old to access or use our Services. If you are under the age of 18 (or the age of majority in your area of residence), you may only access or use our Services under the supervision of a parent or legal guardian who agrees to be bound by this Agreement. If you are the parent or legal guardian of a user under the age of 18 (or the age of majority), you agree to be fully responsible for the acts or omissions of such user in connection with our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept this Agreement on behalf of that person or entity and that the person or entity agrees to be responsible to us if you or the other person or entity breaches this Agreement.

## 2. PRIVACY

Please read our Privacy Policy for information about how we collect, use and disclose information about you.

### 3. USER-GENERATED CONTENT

Our Services may allow you and other users to create, post and store content, including photos, messages, text, software and other materials (collectively, "User Content"). Subject to this Agreement and the Privacy Policy, you retain all rights in and to your User Content as between you and CleanyFace. Additionally, CleanyFace. does not claim ownership of any User Content that you post on the Services. You grant CleanyFace a non-exclusive, royalty-free, worldwide, fully-paid license to use, reproduce, modify, adapt, create derivative works from, distribute, perform and display your User Content during the term of this Agreement solely to provide the Services to you.

You acknowledge that certain Services are supported by advertising revenue and may display advertisements and promotions, and you hereby agree that CleanyFace. may place such advertisements and promotions on the Services or on, about or in connection with your User Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You acknowledge that we may not always identify paid services, sponsored content or commercial communications as such.

You represent and warrant that: (i) you own or otherwise have the right to use User Content that you modify on or through the Services in accordance with the rights set forth in this Agreement; (ii) you agree to pay all royalties, fees and any other monies due in connection with User Content that you style on or through the Services; and (iii) you have the legal right and capacity to enter into this Agreement in your jurisdiction.

You may not create, post, store or share any User Content that violates this Agreement. Although we have no obligation to review, edit or monitor User Content, we may remove User Content at any time and for any reason.

CleanyFace is not a backup service and you agree that you will not rely on the Services for the purpose of backing up or storing User Content. CleanyFace will not be liable to you for any modification, suspension or discontinuance of the Services or for the loss of any User Content.

### 4. PROHIBITED CONDUCT AND CONTENT

You will not violate applicable law, contract, intellectual property or other third party rights or commit offences and you are solely responsible for your conduct while accessing or using our Services.

You will not:

Engage in harassment, threats, intimidation, predation or stalking;

Use our Services in any way which could interfere with, disrupt, adversely affect or prevent other users from making full use of our Services or which could damage, disable, overburden or impair our Services in any way;

Redesign any aspect of our Services or do anything which may reveal the source code or circumvent the measures used to prevent or restrict access to any part of our Services;

Attempt to circumvent any content filtering techniques we use or attempt to access any feature or area of our Services that you are not permitted to access;  
and use any third party applications that interact with our Services without our prior written consent, including any scripts designed to collect or extract data from our Services;  
Use our Services for any unlawful or unauthorised purpose, or engage in, encourage or promote any activity that violates this Agreement.

You may also post or otherwise share only non-confidential User Content which you have full rights to disclose.

You may not create, post, store or share any User Content that:

Is unlawful, defamatory, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, offensive, inflammatory or fraudulent;

Would constitute, encourage or instruct the commission of a criminal offence, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;

May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

Contains or depicts any statements, remarks or allegations which do not reflect your honest views and experience;

Impersonates or misrepresents your affiliation with any person or entity;

Contains any unsolicited advertising, political campaigning, publicity or appeals;

Contains any private or personal information of a third party without their consent;

Contains any viruses, corrupted data or other harmful, destructive or disruptive files or content;

Is, in our sole opinion, objectionable or restricts or prevents any other person from using or enjoying our Services, or may expose CleanyFace or others to damage or liability of any type.

In addition, while we have no obligation to review, edit or monitor User Content, we may remove User Content at any time and for any reason.

## 5. LIMITED LICENCE; COPYRIGHT AND TRADEMARK

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, page headers, button icons, scripts, service marks, logos, slogans, filters, user-generated filters and other content ("CleanyFace Content") contained therein belong to CleanyFace. You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Services and CleanyFace Content for your personal use; however, such license is subject to this Agreement and does not include any right to: (a) sell, resell or commercially exploit our Services or CleanyFace Content; (b) copy, reproduce, distribute, publicly perform or publicly display CleanyFace Content except as expressly permitted by us; (c) modify CleanyFace Content, remove any proprietary or labeling notice, or otherwise make any derivative use of our Services or CleanyFace Content, except as expressly set forth in this Agreement; (d) use any data mining, robotic or anal Any use of our Services or CleanyFace Content other than as specifically permitted in this Agreement, without our prior written permission, is strictly

prohibited and will terminate the license granted under this Agreement. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices included in or accompanying CleanyFace Content.

## 6. ADVERTISEMENT

Any questions, comments, suggestions, ideas, original or creative material or other information you provide about CleanyFace or our products or Services ("Feedback") is not confidential and we have no obligation (including, without limitation, confidentiality obligations) with respect to such Feedback. You hereby grant CleanyFace a fully paid-up, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works and otherwise commercially or non-commercially exploit in any and all of the Feedback, and to sublicense the above rights in connection with operation and maintenance of the Services and/or CleanyFace business.

## 7. COPYRIGHT COMPLAINTS

We have a policy of limiting access to our Services and terminating the accounts of users who repeatedly infringe the intellectual property rights of others upon immediate notification to us by the copyright owner or the copyright owner's legal representative.

## 8. INDEMNIFICATION

To the maximum extent permitted by applicable law, you will indemnify, defend and hold CleanyFace harmless from and against any losses, liabilities, claims, demands, damages, costs or expenses ("Claims") arising out of or related to (a) your access to or use of our Services; (b) your User Content or Reviews; (c) your violation of this Agreement; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or rights of a third party). You agree to promptly notify CleanyFace of any third party claims, to cooperate with CleanyFace in defending such claims and to pay all fees, costs and expenses associated with defending such claims (including, but not limited to, attorneys' fees). You also agree that CleanyFace will supervise the defence or settlement of any third party claims. This indemnity is in addition to, and not in lieu of, any other indemnity set out in the written agreement between you and CleanyFace.

## 9. DISCLAIMER OF LIABILITY

We have no control over, do not endorse and are not responsible or liable for any User or third party content available on or in connection with our Services.

YOUR USE OF OUR SERVICES IS ENTIRELY AT YOUR OWN RISK. OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. In addition, CleanyFace does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. Although CleanyFace attempts to make your access to and use of our Services secure, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume all risk as to the quality and performance of the Services.

## 10. LIMITATION OF LIABILITY

CLEANYFACE WILL NOT BE LIABLE TO YOU ON ANY THEORY OF LIABILITY - WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE - FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFIT, EVEN IF CLEANYFACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CLEANYFACE'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR OUR SERVICES, REGARDLESS OF THE FORM OF CLAIM, IS LIMITED TO THE AMOUNT PAID BY YOU FOR ACCESSING OR USING OUR SERVICES, IF ANY.

The limitations set out in this section do not limit or exclude liability for CleanyFace's gross negligence, fraud or wilful misconduct, or for any other matter in which liability cannot be excluded or limited under applicable law. In addition, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## 11. DISCLAIMER OF LIABILITY

To the maximum extent permitted by applicable law, you hereby release CleanyFace from any and all liability, obligations, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including but not limited to negligence claims), arising from or relating to disputes between users and third party acts or omissions.

## 12. DATA TRANSFER AND PROCESSING

By accessing or using our Services, you acknowledge and, where applicable, consent to the processing, transmission and storage of information about you.

## 13. DISPUTE RESOLUTION

In the event of a dispute or disagreement relating to compliance with the terms of this Agreement, the User and CleanyFace will make every effort to resolve it through negotiation. The party having a claim and/or disagreement shall send a message to the other party stating the claim and/or disagreement.

The recipient of the claim shall, within 30 (thirty) calendar days of its receipt, notify the claimant of the outcome of the claim in writing.

If the dispute cannot be resolved voluntarily, either Party shall have the right to apply to court for protection of the violated rights.

Disputes between the User and CleanyFace shall be resolved at the location of the CleanyFace contact person.

Disputes between the User and CleanyFace shall be governed by the laws of the Republic of Belarus.

## 14. ELECTRONIC COMMUNICATIONS

By accessing or using the Services, you also agree to receive electronic communications from CleanyFace (such as responses to your queries, questions and feedback, announcements, security updates and alerts via push notifications or by posting notices on our Services). You agree that any notices, agreements, disclosures or other communications we send to you electronically will satisfy any legal requirements for communications, including, but not limited to, the requirement that such communications be in writing.

## 15. TERMINATION

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services. We will not be liable for any loss or damage arising from your inability to access or use our Services.

## 16. TERM OF PERFORMANCE

If any provision or part of a provision of this Agreement is illegal, invalid or unenforceable, that provision or part of that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions.

## 17. ADDITIONAL TERMS APPLICABLE TO IOS DEVICES

The following terms apply if you install, access or use the Services on any device that contains the iOS mobile operating system ("Application") developed by Apple Inc. ("Apple").

**Acknowledgement.** You acknowledge that this Agreement is entered into solely between us and not with Apple, and CleanyFace, and not Apple, is solely responsible for the Application and its contents. You further acknowledge that the terms of use of the Application are subject to any additional restrictions set forth in the Terms of Use in the Apple App Store Terms of Service as of the date you download the Application, and in the event of any conflict, the App

Store Terms of Use will govern if they are more restrictive. You acknowledge and agree that you have had the opportunity to review the Terms of Use.

Service and Support. You and CleanyFace acknowledge that Apple has no obligation to provide any maintenance and support services with respect to the Application.

Warranty. You acknowledge that Apple is not responsible for any product warranty, express or implied by law, with respect to the App. If the App fails to meet any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, you paid to Apple for the App; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation to the App. The parties acknowledge that, to the extent any applicable warranties exist, any other claims, losses, liabilities, damages, costs or expenses relating to any non-compliance with any such applicable warranty will be the sole responsibility of CleanyFace. However, you understand and agree that under this Agreement CleanyFace has disclaimed all warranties of any kind with respect to App, and therefore no warranty of any kind is applicable to App.

Product Claims. You and CleanyFace acknowledge that as between Apple and CleanyFace, CleanyFace, and not Apple, is responsible for handling any claims relating to the App or your possession and/or use of the App, including but not limited to (a) product liability claims, (b) any claims that the App does not comply with any applicable legal or regulatory requirements, and (c) claims arising under consumer protection or similar laws.

Intellectual Property Rights. The parties acknowledge that in the event of a third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, CleanyFace, and not Apple, will be solely responsible for the investigation, defense, settlement and enforcement of any such intellectual property infringement claim to the extent required under this Agreement.

## 18. DEVELOPER NAME AND ADDRESS

Any questions, complaints or claims regarding the Application should be directed to:

Minsk, 3B Dzerzhinskogo Ave. 72

220069

Republic of Belarus

Korkhov Yuri Nikolayevich

Terms of agreement with third parties. You agree to abide by any applicable third party terms and conditions when using the Services.

## 19. THIRD PARTY BENEFICIARY

The parties acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary.

