

Photometer PRO

Terms and Conditions

LAST UPDATE: Oct 14, 2022

We want to ensure that our app won't be used in any bad, harmful or dangerous way. Please read our Terms and Conditions carefully and use our app in a good way.

Accepting our terms

By using our Application, products or signing in to our Services you expressly state that you accept these Terms and Conditions. If you don't agree to our Terms, please stop using our App, products or services. These terms constitute a legal agreement between you and Photometer PRO.

If you are under 13 or not capable of forming a binding contract, you are not allowed to use our Services without the care of an authorized person.

Changes in TOS

We may, at any time, make changes to these Terms and Conditions. You should regularly check for the most recent version, and the most recent version is the version that applies. If you continue to use our Services after the changes become effective, you agree to be bound by the modified Terms. If you don't agree to these changes, you may not use our Services anymore.

Privacy Policy

To learn how we process, store and share personal information please read our Privacy Policy.

Safe Use

You agree to use our App, products or services at your own risk. It is your responsibility to stay healthy, hazard and injury free. If any challenge can be harmful for you in any way, never accept it and report that to App authors.

You also agree not to use our App to violate any applicable law, rule, or regulation.

Our Services can not be use to do anything unlawful, misleading, malicious, or discriminatory and any feature can not be use to bully, intimidate, or harass any other user. Also, when challenging a friend never propose activity that may result in injury, death, property damage, and/or liability of any kind.

Content posted by you can not be hateful, threatening, pornographic, obscene, violence or otherwise inappropriate. You can not use App to trespass or gain access to any property or location where you do not have permission to be.

You agree also not to:

- send any spam or commercial content,
- do anything to harm your Services,
- do anything to cheat our algorithms,
- collect any users' generated content,
- use any kind of bots, robots, spiders or scrapers,
- post content violating a 3rd party's patent, copyright, trademark or other intellectual property rights,
- use any part of the App (logo, name, layout, design), products or services without Photometer PRO express written consent.

If you do not comply with our Terms we may close your account and stop providing our Services to you.

Photometer PRO, disclaim all liability related to any: death, personal injury, psychical or property damage. In case of dispute with one or more other users of the App, products or services, you release Photometer PRO from all claims, demands and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Your Rights

Before submitting anything, you retain copyright and any other rights to your content.

After submitting, you are granting to us a following limited license:

1. Sharing only between you and your friends: you grant to Photometer PRO transferable, a non-exclusive, sub-licensable, worldwide, license royalty-free to use and modify the content that you submit, post or display on or through our Services, including for use on any platform or media.
2. Sharing globally with all app users: above license continues for an indefinite period and extends to allow us to use it for promotional purposes.

3. Ensure that you have the necessary rights to grant us this license for any content you submit to our App.

Disclaimer of Warranties

Our Services are provided “as is.” Photometer PRO and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Photometer PRO nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you obtain content or services through our Services at your own discretion and risk.

Limitation of Liability

In no event will Photometer PRO, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for:

1. any special, incidental or consequential damages;
2. the cost of procurement for substitute products or services;
3. for interruption of use or loss or corruption of data; or
4. for any amounts that exceed the fees paid by you to Photometer PRO under this agreement during the twelve (12) month period prior to the cause of action. Photometer PRO shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.