

PixPanda Terms of Service

These Terms of Use (collectively the «Terms») set forth the legally binding terms and conditions which are applicable to your use of any of the Applications («App» or «Apps») from PixPanda. In this policy, PixPanda may also refer to «PixPanda», «We» or «Us».

Please be reminded that the Terms constitute an agreement between you and Us. Therefore, we encourage you to carefully familiarize yourself with the Terms. By installing, accessing or using the Apps you confirm that you have read and understood the Terms and any other documents referred to herein, including without limitation our Privacy Policy, and that you agree to be bound by the Terms. You represent and warrant that you have the right, authority and capacity to accept these Terms and to abide by them and that you have fully read and understood the Terms. Your use of the App constitutes your acceptance of the Terms.

Consequently, if you do not accept or understand the Terms, please do not use, install, access or register with the App (including any software or application forming part of the App). If you do not agree to these Terms, you are not entitled to use the App, in which case you must promptly uninstall and delete all copies thereof.

From time to time, we may modify or amend the Terms. If we make changes to these Terms, we will provide notice of such changes by

posting a notice of the Application and updating the «Last Updated» date above. If you continue to use the App following such a posting, you accept any such change or modification.

Agreement

1.1 License

Subject to the terms of this Agreement, PixPanda grants you a non-transferable, non-exclusive, license to (a) use for your personal use, and (b) copy, for the purpose of downloading, installing and executing, the number of copies for which you are authorized by the download site of each App on a mobile device that you own or control for your use (the «License»).

1.2 Certain Restrictions

The rights granted to you under this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit any App; (b) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Apps, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) you shall not access any App in order to

build a similar or competitive service or application; (d) except as expressly stated herein, no part of any App may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, or (e) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in any App. Any future release, update, or other addition to functionality of any App (including in-App purchases, additional levels, and gameplay enhancements) shall be subject to the terms of this Agreement unless otherwise provided in terms associated with such addition. All copyright and other proprietary notices on any App content must be retained on any copies.

1.3 Local Laws

You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations.

1.4 Modification

PixPanda reserves the right, at any time, to modify, suspend, or discontinue the Apps or any part thereof with or without notice. You agree that PixPanda will not be liable to you or to any third party for any modification, suspension, or discontinuance of any App or any part thereof.

1.5 Ownership

Apps provided to you are licensed to you and not sold. PixPanda (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to all Apps, excluding your User Content (defined below). This Agreement is not a sale and does not convey to you any rights of ownership in or related to any App. The PixPanda name, logo, and the product names associated with the Apps belong to PixPanda (or its licensors, where applicable), and no right or license is granted to use them by implication, estoppel or otherwise. PixPanda (and its licensors, where applicable) reserve all rights not granted in this Agreement.

2. User Content

2.1 User Content

«User Content» of a user means any and all content that such user creates, uploads, distributes, or otherwise provides via any App. You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate

the Acceptable Use Policy (defined below). PixPanda is not obligated to backup any User Content and User Content may be deleted at any time. You are solely responsible for creating backup copies of your User Content if you desire.

2.2 License

By uploading, distributing, or otherwise using your User Content with any App, you automatically grant, and you represent and warrant that you have the right to grant, to PixPanda an irrevocable, non-exclusive, royalty-free and fully paid, worldwide license, with the right to grant sublicenses, to reproduce, distribute, publicly display, publicly perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, solely to display your User Content on any App.

2.3 Feedback

If you provide PixPanda any feedback or suggestions («Feedback»), you hereby assign to PixPanda all rights in the Feedback and agree that PixPanda shall have the right to use such Feedback and related information in any manner it deems appropriate. PixPanda will treat any Feedback you provide to PixPanda as non-confidential and non-proprietary. You agree that you will not submit to PixPanda any information or ideas that you consider to be confidential or proprietary.

2.4 Acceptable Use Policy

The following sets forth PixPanda 's «Acceptable Use Policy»:

(1) You agree not to use any App to upload, distribute, or otherwise use any User Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is tortious, trade libelous, defamatory, false, or intentionally misleading, (c) that is harassing, abusive, threatening, harmful, vulgar, obscene, offensive or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual, or is otherwise objectionable, (d) that is harmful to minors in any way; (e) that constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (f) that violates of any law, regulation, or contractual obligations.

1. (2) You agree not to use any App to: (a) upload or distribute any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (b) collect information or

data regarding other users, including e-mail addresses, without their consent (e.g., using harvesting bots, robots, spiders, or scrapers); (c) disable, overly burden, impair, or otherwise interfere with servers or networks connected to Apps (e.g., a denial of service attack); (d) attempt to gain unauthorized access to the Site or App or servers or networks connected to Apps (e.g., through password mining); or (e) interfere with another user' s use and enjoyment of any App.

2.5 Enforcement

We reserve the right (but have no obligation) to review any User Content in our sole discretion. We may remove or modify your User Content at any time for any reason in our sole discretion with or without notice to you.

3. Term and Termination

3.1 This Agreement commences on the date you accept this Agreement (as described in the preamble) and will remain in full force and effect while you use the App unless earlier terminated in accordance with this Agreement.

3.2 Notwithstanding the foregoing, if you used any App prior to the date you accepted this Agreement (as described in the preamble), you hereby

acknowledge and agree that this Agreement commences on the date you first use any App (which ever is earlier and which may be prior to the Agreement Version Date) and will remain in full force and effect while you use any App, unless earlier terminated in accordance with this Agreement.

3.3 We may (a) suspend your rights to use any App, and/or any related services or (b) terminate this Agreement, at any time for any reason at our sole discretion with or without notice to you, including if we in good faith believe you have violated the Acceptable Use Policy or any other provision of this Agreement. Without limiting the foregoing, PixPanda reserves the right to terminate its Agreement with any user who repeatedly infringes third party copyright rights upon prompt notification to PixPanda by the copyright owner or the copyright owner' s legal agent.

3.4 Upon termination of this Agreement, your right to use the App will automatically terminate immediately. You understand that any termination may involve deletion of your User Content associated therewith from our live databases. PixPanda will not have any liability whatsoever to you for any termination of this Agreement, including deletion of your User Content. Even after this Agreement is terminated,

the following provisions of this Agreement will remain in effect: Sections 1.2, 1.3, 1.4, 1.5, 2, 3.4, 4, 5, 6, 7, 8 and 9.

4. Indemnity

You agree to defend, indemnify and hold harmless PixPanda (and its suppliers) from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys fees) brought by third parties resulting from or relating to: (i) your use of any App, (ii) your User Content, or (iii) your violation of this Agreement. PixPanda reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify PixPanda and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of PixPanda. PixPanda will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. Third Parties

5.1 Application Stores.

You acknowledge and agree that the availability of the App is dependent on the third party from which you received App, e.g., the Apple App Store or Android stores («Application Store»). You acknowledge that this

Agreement is between you and PixPanda and not with the Application Store. The Application Store is not responsible for the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). You agree to pay all fees charged by the Application Store in connection with App (if any). You agree to comply with, and your license to use App is conditioned upon your compliance with, all applicable third party terms of the agreement (e.g., the Application Store's terms and policies) when using App. You acknowledge that the Application Store (and its subsidiaries) are third party beneficiaries of this Agreement and will have the right to enforce this Agreement.

5.2 Third Party Services

PixPanda may permit certain third party applications to provide content through the App («Third Party Services»). The App may be used to send content provided by the Third Party Service between users who have the Third Party Service installed on their device. When you do so, PixPanda will share information with the Third Party Service as described in the PixPanda 's Privacy Policy. PixPanda is not responsible for and does not control Third Party Services. PixPanda provides these Third Party Services only as a convenience to you. PixPanda has no obligation to review or

monitor, and does not approve, endorse, or make any representations or warranties with respect to Third Party Services. You use all Third Party Services at your own risk. When you access a Third Party Service, the applicable third party' s terms and policies apply, including the third party' s privacy policies. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Third Party Services.

5.3 Other Users

An App may contain User Content provided by other users of the App.

PixPanda is not responsible for and does not control User Content.

PixPanda has no obligation to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own risk. Your interactions with other users are solely between you and the other user and we are under no obligation to become involved. You agree that PixPanda will not be responsible for any liability incurred as the result of any such interactions.

6. Disclaimers

6.1 APP ARE PROVIDED «AS-IS» AND AS AVAILABLE AND PIXPANDA (AND ITS SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND

CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. PIXPANDA (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT ANY APP: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE

AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

6.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

7. Limitation on Liability

7.1 IN NO EVENT SHALL PIXPANDA (OR ITS SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR PixPanda's PRIVACY PRACTICES, ANY APP, EVEN IF PixPanda HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, ANY APP ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER

SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PixPanda 's LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR PixPanda 's PRIVACY PRACTICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE AMOUNT YOU' VE PAID PixPanda IN THE PRIOR 12 MONTHS (IF ANY). IN NO EVENT SHALL PIXPANDA'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

7.2 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

8. Fees

You agree to pay the applicable fee (to us or the applicable distributor) for the Apps you download and for any in-App purchases (such as virtual currency, in-App products, subscriptions) you make.

9. General

9.1 Changes to this Agreement

This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting update of the changes on our Site. These changes will be effective immediately for new users of our Apps. Continued use of our Apps following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

The date on which the latest update was made is indicated at the top of this document. We recommend that you print a copy of this Agreement for your reference and revisit this webpage from time to time to ensure you are aware of any changes.

9.2 Notice

Any notice provided to PixPanda pursuant to this Agreement should be sent to: appservice@gmail.com

9.3 Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the

other provisions of this Agreement will be unimpaired and the invalid or

unenforceable provision

will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

9.4 Entire Agreement

This Agreement is the final, complete and exclusive agreement of you and PixPanda with respect to the subject matters hereof (including all Apps) and supersede and merge all prior discussions and agreements between the parties with respect to such subject matters (including any prior End

User License Agreements and Terms of Service or Privacy Policy). Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. Your relationship to PixPanda is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned by you without PixPanda's prior written consent, and any attempted

assignment in violation of the foregoing will be null and void. PixPanda may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without your consent. The terms of this Agreement shall be binding upon assignees.