

Terms of Service

Effective date: November 30 2018

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General words

These Terms of Services “Terms” govern User’s access and use of the mobile application made available by Smoozly.

When We say “User” or “You” We mean everyone, who somehow uses Smoozly App. Smoozly hereinafter referred to as the “Company”, “Smoozly”, “App”, “We” or “Our”.

Here are the rules, User definitely has to follow, in order to use Smoozly.

Smoozly provides services, using which User gets an access to number of nice templates and can create beautiful advertising posts or stories and post them via social network, referred to as “Services”.

By using or accessing the Smoozly Services You: (1) acknowledge that You have read, understand, and agree to be bound by these Terms and Smoozly Privacy Policy (the "Privacy Policy"); (2) represent that You have the authority to enter into these Terms (including all of the terms and conditions specified or referenced below, including the Privacy Policy); and (3) agree that You are entering into and agree to adhere to these Terms (including all of the terms and conditions specified or referenced below, including the Privacy Policy) with Smoozly. In addition, when using particular services or materials in connection with Smoozly Services, User shall be subject to any published rules applicable to such services or materials that may contain terms and conditions or other operating rules, policies and procedures in addition to those in these Terms.

If You do not agree to all of the terms and conditions of these Terms, or You do not have such authority, or do not meet the eligibility requirements, You should cease any and all access or use of the Smoozly Services.

1. Use of Services

1.1. Subject to Your compliance with the Terms and the law, You may access and use the Smoozly Services.

1.2 Smoozly remains the sole owner of all rights, titles, trademarks and interests in the Services. Except as stated in the Terms, We do not grant User any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the Services. We reserve all rights not granted under the Terms.

1.3. When the Services provide storage, We recommend that User also back up Content elsewhere regularly. We may create reasonable technical limits on file size, storage space, processing capacity, and other technical limits.

1.4. You are more than Welcome to use almost all Smoozly Services for free anytime. But if You want to use additional features, more templates and fonts, You should buy Smoozly subscription. Subscription costs 4.99\$ per month, but first 7 days the User has trial period, which is free of charge. After this 7 days payment will be charged automatically if User do not cancel the subscription manually.

2. Your Content

2.1. Certain types of content are made available through the Service. "Smoozly Content" as used in these Terms means, collectively, the text, data, graphics, images, photos, video files, and other content and information made available through the Service, excluding User Submissions. "User Submissions" as used in these Terms of Services means, collectively, the text, data, graphics, images, photos, audio, video and other content and information which Users of Services share, send, post, upload and otherwise submit to Smoozly through the Services.

3. Your Obligations in Using the Service

3.1. The Users are expected of a certain degree of courtesy and professionalism. User must use the Services responsibly.

3.2. The Services may be used and accessed for lawful purposes only. User agree to abide by all applicable laws and regulations in connection with use of the Services. In addition, without limitation, You are agree that You will not do, directly or indirectly, any of the following while using or accessing the Services:

- Circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Smoozly Content or that enforce limitations on use of the Service or the Smoozly Content therein;
- Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation or illegal behaviour;
- Upload, post, email, or otherwise transmit, via the Service, any User Submissions that are unlawful, deceptive, obscene, abusing, inciting of unlawful action, harmful, threatening, harassing, defamatory, libelous, vulgar, violent or hateful or that contain objects or symbols of hate, invade the privacy of any third party, contain nudity (including without limitation any pornography, erotica, child pornography or child erotica), constitute hate speech, or are otherwise objectionable in the opinion of Smoozly;
- Upload, post, email, or otherwise transmit any User Submissions that contain software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy or limit the functionality of any computer software; or (ii) interfere with the access of any Services' users, host or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing the Service;
- Use any unauthorized means to modify or reroute, or attempt to modify or reroute, any of the Service;
- Attempt to probe, scan or test the vulnerability of the Services or network or breach or impair or circumvent any security or authentication measures protecting the Services;
- Decipher, decompile, disassemble or reverse engineer any of the software used to provide the App, or attempt to do any of the foregoing;
- Use the Services in any manner not permitted by these Terms;
- Encourage or instruct any other individual to do any of the foregoing or to violate any term of these Terms;
- Harm or attempt to harm minors in any way;
- Stalk or otherwise harass another, or attempt to do the same;

- Use the Services in a way that harms, or could reasonably be expected to harm Smoozly services;
- Resell or redistribute the App, or any part of the App.

3.3. User acknowledge that Smoozly do not pre-screen any User Submissions User makes, but that We shall have the right (but not the obligation) in Our sole discretion, to remove any User Submissions and/or rescind or terminate Your use of the Services in case the User violates the Terms. User acknowledge and agree that We may preserve information User submits and may also disclose information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms; (iii) respond to claims that any information violates the rights of third-parties; or (iv) protect the rights, property, or personal safety of Smoozly, its Services Users, customers, suppliers, attendees and/or the public. User understand that the technical processing and transmission of the Services and the User Submissions, may involve transmissions over various networks.

3.4. To become a Smoozly User, You must be at least of legal age in Your country.

4. Termination. Cancellation

4.1. We may change the Service, or any part thereof, delete and add features, templates at any time and for any reason without notice. Smoozly, in its sole discretion and for its sole convenience, may immediately terminate or suspend Your access to the Services and remove any material from the Services or Smoozly servers, in the event when User breach or threaten to breach these Terms. Notwithstanding the foregoing, We also reserve the right to terminate the Services or Your access thereto at any time and for any reason. After such termination, User understand and acknowledge that Smoozly will have no further obligation to provide the Services. Upon termination, all rights granted to User by these Terms will immediately cease. To the fullest extent permitted by Law, Smoozly is not liable to User or any third party for termination of the Services or termination of Your access to or use of the Service.

4.2. Any suspension, termination or cancellation will not affect Your obligations to Smoozly under these Terms, which by their sense and context are intended to survive such suspension, termination or cancellation.

4.3. Smoozly may modify the Terms and Services itself from time to time as Smoozly expand its services and these Terms will govern those updates, or new features when added.

5. Governing Law

The validity of these Terms, the rights, obligations, and relations of the parties under these Terms will be construed and determined under and in accordance with the substantive laws of Ukraine, without regard to conflicts of law principles.

6. Disclaimer of Warranties and Limitation of Liability

YOUR USE OF THE SERVICES, SMOOZLY CONTENT AND USER SUBMISSIONS IS AT YOUR SOLE DISCRETION AND RISK. THE SERVICES, SMOOZLY CONTENT AND USER SUBMISSIONS, AND ALL MATERIALS, INFORMATION, CONTENT, PRODUCTS AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, ITS OFFICERS, DIRECTORS, EMPLOYEES

AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES, SMOOZLY CONTENT AND USER SUBMISSIONS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. SMOOZLY DISCLAIMS ANY WARRANTIES:

1. REGARDING THE SECURITY, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES, SMOOZLY CONTENT OR USER SUBMISSIONS OR ANY PORTION THEREOF;
2. THAT THE SERVICES, SMOOZLY CONTENT AND USER SUBMISSIONS WILL BE FREE OF ERRORS, MISTAKES, OR INACCURACIES OR THAT ANY ERRORS, MISTAKES, OR INACCURACIES WILL BE CORRECTED; OR
3. IN CONNECTION WITH OR RESULTING FROM:
 - PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, SMOOZLY CONTENT, OR USER SUBMISSIONS OR ANY PORTION THEREOF;
 - ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN;
 - ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES;
 - ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY;
 - ANY ERRORS OR OMISSIONS IN ANY CONTENT (INCLUDING WITHOUT LIMITATION USER SUBMISSIONS) OR FOR ANY LOSS OR DAMAGE OF ANY CHARACTER OR KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM SMOOZLY, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS. SMOOZLY DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY LINKED WEBSITE OR FEATURED IN ANY BANNER, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN USER AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

7. Third Party Links

The Services may contain links to third parties' services that are not owned or controlled by Smoozly. Smoozly has no control over, and User agree that Smoozly assumes no responsibility for the availability of such external resources, and does not endorse and is not responsible or liable for the content, products, privacy policies, or practices of any third party products. In addition, Smoozly will not and cannot censor or edit the content of any third-party site. By using the Service, User expressly relieve Smoozly from any and all

liability arising from Your use of any third-party services. User further acknowledge and agree that Smoozly shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party site or resource.

8. Intellectual Property Rights and Ownership

8.1. User may access and use the Smoozly Content for personal use. Smoozly and its licensors own all rights, title and interest, including all worldwide intellectual property rights in the Services, Smoozly Content and the trademarks, Services marks and logos contained therein other than User Submissions and dot legally owned by third parties. Smoozly reserves all rights not expressly granted to the Services and Smoozly Content. User agree not to engage in the use, copying, distribution or modification of any of the Smoozly Content other than as expressly permitted herein, including any use, copying, distribution or modification of User Submissions of third parties obtained through the Services for any commercial purposes.

8.2. **License Grant.** Smoozly does not claim ownership rights in User Submissions. However, by uploading, posting, emailing or otherwise transmitting any User Submission to Smoozly, User hereby grant Smoozly a non-exclusive, worldwide, royalty-free, sub-licensable, transferable, perpetual and irrevocable right and license to use, reproduce, modify, adapt, perform, display, publish, distribute, transmit, broadcast and otherwise exploit such User Submissions in any form or technology now known or later developed, including without limitation on third party websites. Smoozly will own all rights, title and interests in and to all derivative works and compilations of User Submissions that are created by or for Smoozly, including all worldwide intellectual property rights therein.

8.3. **Limitations.** User acknowledge and agree that Smoozly may, at its option, establish limits concerning User Submissions, including without limitation the maximum number of days that User Submissions will remain on the Service, the maximum size of any files that may be stored on or uploaded to the Service, and the maximum space that will be allotted to User for the storage of User Submissions on Smoozly's servers. Smoozly will have no responsibility or liability for, and User are solely responsible for creating back-ups of User Submissions.

8.4. **Disclaimer.** Smoozly has no ability to control the User Submissions that are uploaded, posted, emailed or otherwise transmitted using Services and does not have any obligation to monitor such User Submissions for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the User Submissions or anything said, depicted or written or otherwise communicated by Users, including without limitation any information obtained by using the Services. Smoozly does not endorse any User Submission or any statement, opinion, recommendation, or advice expressed therein and User agree to waive any legal or equitable rights or remedies User have or may have against Smoozly with respect thereto.

9. Indemnification

User agree to defend, indemnify and hold harmless Smoozly (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), from all

claims, demands, losses, liabilities, costs, expenses, obligations and damages including reasonable legal fees, arising out of (a) Your misuse of this app and the Services therein; (b) Your violation of any term of these Terms of Service; (c) breach of Your representations and warranties set forth above; (d) Your violation of any law or the rights of a third party (including, without limitation, any copyright, property or privacy right); or (e) any claim that any content User submitted caused damage to a third party. This indemnification obligation will survive the termination of these Terms of Services and Your misuse of this App and the Services.

10. Claim Must Be Filed Within One Year

Any claim related to these Terms of Services may not be brought by User unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed within that period, then that claim is permanently barred. This applies to User and Your successors and assigns permitted.

11. Children's Sales

We do not sell subscription to children, but sell to adults. If Users are under 18, User may use Smoozly App only with involvement of a parent or guardian. Smoozly and its affiliates reserve the right to refuse the Service, terminate subscription, remove or edit content made by children without parental consent in their sole discretion.

12. Summary

Interested parties acknowledge agreeing to the Privacy Policy, and these Terms. This document is subject to change and must be accompanied by reading of Privacy Policy.

CONTACT INFORMATION

E-mail: hi@smoozly.com

® Smoozly

