

Term of Use

Term of Use

Last modified: 11 October 2022

PLEASE, READ THESE TERMS OF USE (“TERMS”) CAREFULLY BEFORE USING Meme APPLICATION (“APP”), PROVIDED BY REFACEAI LIMITED. BY USING Meme APPLICATION, YOU AGREE TO BE BOUND BY THE (1) TERMS OF USE; AND (2) PRIVACY NOTICE. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THE APP. VIOLATION OF ANY OF THE TERMS BELOW WILL RESULT IN THE TERMINATION OF YOUR RIGHT TO USE THE APP. YOU AGREE TO USE THE APP AT YOUR OWN RISK.

Meme RESERVES THE RIGHT TO REFUSE THE APP TO ANYONE FOR ANY REASON AT ANY TIME.】

1. GENERAL

1.1. Parties to this Agreement

These Terms are concluded between you (“you” or “your”) and the Meme team, regarding your use of the App, including your use of any service(s) offered through them and your access to service pursuant to Section 2 (“Services”).

1.2. Accepting these Terms

By registering, accessing or using the Services, you agree that you can, and are entering into a legally binding contract with us comprised of the Terms, that you are, at least, thirteen years old (or such other minimum age at which you can provide consent to data processing under the laws of your domicile) or over and that you accept these Terms and that you agree to comply with them.

YOU RECOGNIZE AND GUARANTEE THAT YOU HAVE ALL THE APPROPRIATE RIGHTS, POWERS AND OPPORTUNITIES TO CONCLUDE AND COMPLY WITH ALL THE CONDITIONS OF THESE TERMS, AND THAT YOU WON’ T USE THE APP IN A WAY THAT VIOLATES ANY LAWS OR REGULATIONS. NOTE THAT BY REPRESENTING AND WARRANTING, YOU ARE MAKING A LEGALLY ENFORCEABLE PROMISE.

1.3. Changes to these Terms

We may update these Terms from time to time in our sole and absolute discretion. If we do, we will let you know by posting the updated Terms on our website, to the App and/or may also send other communications. It’ s important that you review these Terms whenever we update them,

or you use the Services. If you continue to use the Services after we have posted updated Terms, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore.

2. SERVICES

2.1. Meme Services

Services, which are available on the App, are provided by us with the purpose to provide face animation features

(a) Choose Animation. To begin, you may choose a face animation by finding it available within a library of face animations in App.

(b) Find a Pattern. Then you may choose a picture or a photo from gallery on your device. You may also find a picture within a library of third-party images, photos, pictures, and other such content.

(c) Animate. After the first two steps are successfully completed, you may click the button "Animate" or any other similar option. Artificial intelligence algorithms scan a picture or a photo, find the faces and instantly animate them into a new object – a GIF or a video.

(d) Share & Download. You may share the generated content with others via social media, e-mail or otherwise via the functionality of the Services and/or download it directly to your device.

2.2. Links to third party websites

The App may contain links to third-party websites, services, and other resources. Please note, their presence does not mean that they are recommended by us, and we do not guarantee their safety and conformity with any of your expectations. We are not responsible for maintaining any materials referenced from another website, and makes no warranties for that website or respective service. We assume no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and services.

2.3. Ownership

The App, the Services, including any specific functionalities of our Services (including past, present and future versions) are owned and controlled by us and their Content is protected by the United States and international copyright, trademark, trade dress, patent, and other

intellectual property rights of respective parties and applicable laws to the fullest extent possible.

“Content” means all text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, music, artwork, and computer code displayed on or available through the Services and the design, structure, selection, coordination, expression, and arrangement of such materials including, without limitation, (i) materials and other items relating to us and our products and services, including, without limitation, respective activities, games, lesson plans, teacher trainings, printables, characters, photographs, audio clips, sounds, pictures, videos, and animation; (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including ours (“Trademarks”); and (iii) other forms of intellectual property.

3. YOUR USE OF THE APP

3.1. User Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, or other material (“User Content”). You are responsible for User Content that you post on or through Service, including its legality, reliability, and appropriateness.

3.2. Your representations and warranties

By posting User Content on or through Service, you represent and warrant to us that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by us on or through the Services will infringe, misappropriate or violate a third party’ s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your applicable rights to any User Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for User Content you or any third party posts on or through Service. However, by posting User Content using Service you grant us the right and (sub)license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content on and through Service. You agree that this (sub)license includes the right for us to make your User Content available to other users of Service, who may also use your User Content subject to these Terms.

3.3. Your responsibility for User Content

You hereby acknowledge that you are solely responsible for your User Content. The information and materials in the User Content have not been verified or approved by us. The views expressed by other users in the App do not represent our views or values. We accept no liability in respect of any content submitted by users.

3.4. Sharing User Content

If you share the User Content publicly through the App or in any other way, you acknowledge that such content will be accessible to others. Any such content will be considered non-confidential and non-proprietary. Please do not submit or post any User Content that you do not want to be publicly accessible or viewable.

3.5. User Content restrictions

You hereby agree, undertake to and covenant with us that you will not:

(a) engage in any activities, including, without limitation, the uploading, posting, emailing, or transmitting of User Content of the App that:

i. attempt to or do harm to us, the Services, including any specific functionalities of our products and/or services, or any others;

ii. are unlawful, false, inaccurate, misleading, offensive, obscene, lewd, violent, harassing, threatening, abusive, tortious, defamatory, invasive of another's privacy, or are otherwise objectionable to us, in our sole discretion; or

iii. violate any right of any third party, including, without limitation, the uploading, posting, emailing, or transmitting of the User Content that violates another person's intellectual property right, right of publicity, trade secret right, or other proprietary right;

(b) You shall not disparage our performance, or distribute any false or misleading statement or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of us;

(c) reverse engineer, disassemble, or modify any source or object code or any software or other products, services, or processes accessible through the Services, including any specific functionalities of our products and/or services, install any software, file, or code on the Services that is not authorized by us, or attempt to do so;

(d) engage in any activity (other than the use of specific features of the Services, such as Site Timer or Activity Blocker, Fun Face, Camera, Calls, and Voice Recognition prototype or any other available from time to time) that interferes with a user's access to the Services or the proper operation of the Services;

(e) access or collect information from the Services using automated means (such as through scripts, robots scrapers, or spiders);

(f) use any meta tags or other "hidden text" utilizing any of our Trademarks;

(g) interfere with or circumvent any security feature of the Services or any feature that restricts or enforces limitations on the use of or access to the Services, any specific functionalities of our products and/or services, or its Content;

(h) use the Services for commercial or political purposes;

(i) you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique.

(j) disclose, harvest, or otherwise collect information, including email addresses, or other private information about any third party without that party's express consent; or

(k) otherwise violate these Terms, or solicit, encourage, or facilitate anyone else to do so.

ILLEGAL USE OF THE SERVICES WILL BE INVESTIGATED AND YOUR ACCOUNT MAY BE DELETED BASED ON THE RESULTS OF SUCH INVESTIGATION.

4. MONITORING OF CONTENT

We are not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. Without limiting the foregoing, we may remove, at any time and without notice, any material that we, in our sole discretion, find to be in violation of these Terms or otherwise objectionable.

If you have noticed any violation of these Terms from your perspective, content of any nature whatsoever, please contact us at hi@Memeapp.net or use in-app report form. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

5. FEES AND PAYMENTS

5.1. General

We require payment of a fee for use of certain features or functions of the Services (the “PRO Features”). You shall purchase a subscription (“Subscription”) for such use. When you purchase a Subscription (“Transaction”), you expressly authorize us (or our third-party payment processor) to charge you for such Transaction. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, “Payment Information”). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties to charge your payment method for the Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your purchase (such information is included within the definition of Payment Information). By initiating a Transaction, you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars.

5.2. Subscriptions

BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE US TO INITIATE RECURRING, NON-REFUNDABLE PAYMENTS AS SET FORTH BELOW. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you the Subscription fee posted on the Services, plus any applicable taxes, and other charges (the “Subscription Fee”) at the beginning of your Subscription, and then at the frequency thereafter that is indicated on the Services and/or in these Terms at the then-current Subscription Fee, using the Payment Information you have provided until you cancel your Subscription. If you purchase an annual Subscription or a lifetime Subscription, no less than thirty (30) days and no more than sixty (60) days before your Subscription term ends, or otherwise in accordance with applicable law, we will send you a reminder with the then-current Subscription Fee. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or us. Your Subscription continues until cancelled by you or we terminate your access to or use of the Services or Subscription in accordance with these Terms. For the purposes of the lifetime Subscription, lifetime constitutes 10 years or until

the date REFACEAI LIMITED ceases to commercially offer the Services, whatever period is shorter. We make no warranties as to the expected duration of the lifetime Subscription and its related Services. You acknowledge and agree that the Services under the lifetime Subscription may change or terminate in the future. You may not assign, transfer, or resell in any way the lifetime Subscription to any other person. We reserve the right to revise the terms of or make changes to the lifetime Subscription by updating these Terms accordingly, provided that we will not shorten the duration of the lifetime Subscription specified above.

5.3. Free trial

From time to time, we may offer new Users free Subscription access to the PRO Features for a time period posted on the Services (a “Free Trial”). If you decide that you do not want to become a paying user of the Services, you must cancel the applicable Subscription twenty-four (24) hours before your Free Trial expires. If you do not cancel the applicable Subscription twenty-four (24) hours before your Free Trial expires, we will automatically charge you for the applicable Subscription pursuant to Section 5.2 above.

5.4. Cancelling your subscription

If you are dissatisfied with the PRO Features, you may cancel a Subscription for a full refund within two (2) calendar days of your initial purchase. AFTER THAT, YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR SUBSCRIPTION FEE AT ANY TIME. If something unexpected happens in the course of completing a transaction, we reserve the right to cancel your Subscription for any reason; if we cancel your Subscription, we’ ll refund any payment you have already remitted to us for such Subscription. Without limiting the foregoing, you may cancel your Subscription at any time, but please note that such cancellation will be effective at the end of the then-current Subscription period. YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, you can send an email to hi@Memeapp.net. You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If you cancel, your right to use the Services will continue until the end of your then-current Subscription period and will then terminate without further charges.

6. COPYRIGHT

We respect copyright law and expect our users to do the same. It is our policy to terminate in appropriate circumstances account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

7. INDEMNIFICATION

You hereby agree to indemnify and hold us harmless from and against any claims, disputes, costs, losses, liabilities, damages, expenses and judgments of any and every kind, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your User Content, or (c) your violation of these Terms.

8. PRIVACY

We respect your privacy and have established certain policies and procedures relating to the collection and use of your personal information. Please check our Privacy Policy at Privacy Notice to be aware of how we collect, use and share your personal information when you use our Services.

9. LIMITATION OF LIABILITY

9.1. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER WE NOR OUR SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL OUR TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO COMPANY FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO COMPANY AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

9.2. Disclaimer of warranties

(a) THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

(b) We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.

(c) YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

10. LIMITATION OF LIABILITY

10.1. Governing law and forum choice

These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in this Section, the exclusive jurisdiction for all Disputes (defined below) that you and we are not required to arbitrate will be the state and federal courts located in Wilmington, Delaware and you and we each waive any objection to jurisdiction and venue in such courts. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including this Section 8.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

10.2. Mandatory arbitration of disputes

We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “Disputes”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and we are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

10.3. Exceptions

As limited exceptions to Section 8.1 above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

10.4. Conducting arbitration and arbitration rules

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

10.5. Arbitration costs

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’ t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we will pay all of our attorneys’ fees and costs and won’ t seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

10.6. Injunctive and declaratory relief

Except as provided in Section 8.2 above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’ s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

10.7. Class action waiver

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person’ s claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then Sections 8.2, 8.3, 8.4, 8.5, 8.6 and 8.7 shall be null and void.

11. TERMINATION

We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your Account, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by sending us an email at uja610@gmail.com. Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: 2.3, 3.1, 3.2, 3.5, 5, 8, 7, 8, 9, 10 and 11.

12. SEVERABILITY

With the exception of any of the provisions in Section 8.7 of these Terms, if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms shall still apply.

13. MISCELLANEOUS

13.1. Entire agreement

These Terms constitute the entire and exclusive understanding and agreement between us and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between us and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. We may freely assign or transfer these Terms without any restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

13.2. Notices

Any notices or other communications provided by us under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

13.3. Waiver of rights

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by us or our duly authorized representative. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

13.4. Contacts

We hope these Terms helped you to understand how the Services work and be sure everything is foreseeable and safe while using it. If you have any questions regarding the use of Services or

regarding these Terms, please contact us at uja610@gmail.com