

ColorSet Terms of Use

These **Terms of Use** govern the terms of your access and use of our Apps and Websites and the services provided by means of the Apps, and constitute your legal agreement with us.

You should read these Terms carefully before you use the Apps and Websites.

BY CLICKING "I AGREE" OR BY USING OUR APP OR WEBSITE YOU AGREE TO THESE TERMS OF USE.

You must be at least 13 years of age to access or use our Apps and Websites. If you are under 18 years of age (or the age of legal majority where you live), you may only access or use the Apps and Websites under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in connection with the Apps and Websites. If you are accessing or using the Apps and Websites on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

1. Definitions

- **"Terms", "Terms of Use"** mean these ColorSet Apps Terms of Use. Your use of certain Apps may have different terms of use. If there is a conflict between such terms of use and these Terms, the former terms of use will prevail with respect to your use of such specific App.
- **"We", "us"** means ColorSet
- **"You"** means an individual using an App or a Website.
- **"App", "Apps"** means our Android or iOS applications for Devices, including any services and content accessible through the Apps, upgrades, modified or subsequent versions, updates, or error corrections.
- **"Website", "Websites"** means our websites on which these Terms may appear, including their sub-domains, programming code, related technologies, know-hows, databases and design.
- **"Content"** means any material, such as images, videos, audio files, electronic documents, or texts.
- **"Device"** means mobile devices (mobile phones, smartphones or tablets) that you own and control.

2. License to Use Apps and Websites

Ownership. We or our licensors own all right, title and interest, including all worldwide intellectual property rights in the Apps and Websites, including any features, content and presets, and the trademarks, service marks and logos contained in the Apps and Websites, unless specified otherwise.

License Grant. Subject to your compliance with these Terms, we grant you limited, non-exclusive, non-transferable and revocable license, without the right to sublicense,

- to install and run a copy of an App on your Device;
- to access and use the features of the App for your own personal use; and
- to access and use the Websites.

The copies of the Apps are licensed to you, not sold.

You will comply with any technical restrictions in the Apps that allow you to use the Apps only in certain ways.

Permitted Use. Subject to your compliance with these Terms, you may access and use the Apps and Websites for your own personal non-commercial use. Any commercial use of the Apps and Websites requires our prior written consent.

You are responsible for all activity that occurs via the instance of the App installed on your Device.

Sample Files. We may provide you with sample files such as content images, clip art or stock images for use as a presets' (settings') vehicle, in demonstrations or for other trial or auxiliary purposes. Such files cannot be used for any other purpose than for which they were provided. You cannot distribute sample files or its derivatives and you cannot claim any rights in such files.

Custom Presets. We may provide you with custom presets (e.g. a .dng file) to be used with Your Content. Subject to your compliance with these Terms and any applicable law, we grant you limited, non-exclusive, non-transferable and revocable license, without the right to sublicense, to use custom presets with Your Content. You acknowledge and agree that we do not issue refunds and do not provide support in relation to custom presets. You will be solely responsible for downloading and saving the custom preset to your Devices. You acknowledge and agree that we will not be responsible for storing and safekeeping custom presets once they become available for download.

Third-Party Marks. If any third-party trademarks are used in connection with the Apps or Websites, the only purpose of such use is to describe and/or refer to the particular application, product, company or service identified by the trademark. We, the Apps and Websites are not sponsored, endorsed or affiliated with any of the trademark owners.

All other trademarks are the property of their respective owners.

Updates and Upgrades. We are not obligated to maintain or support the Apps and Websites, or to provide you with updates, upgrades or services related thereto. You acknowledge that we may from time to time at our sole discretion issue updates or upgrades to the Apps and Websites, and may automatically update or upgrade the version of the Apps that you are using on your Device. You consent to such automatic updating or upgrading on your Device, and agree that these Terms will apply to all such updates or upgrades.

Supported Devices. You agree that we have no obligation to support any particular make or model of handset, cell phone, smartphone, tablet or any other Device whether or not such make or model is currently or was previously supported by us.

Network Fees. To use the Apps and Websites you will require Internet connectivity. We shall not have any responsibility or liability for any internet, phone, mobile service or other costs you may incur in this regard.

3. Your Obligations; Restrictions

You agree that you will not do any of the following while using or accessing the Apps or Websites:

- Copy, reproduce, modify, adapt, prepare derivative works based on the Apps or Websites, including, but not limited to adding new features or otherwise making adaptations that alter the functioning of an App.
- Perform, display, publish, distribute, transmit, broadcast, or otherwise exploit the Apps or Websites.
- Transfer, sell, rent, lease, distribute, sublicense or otherwise assign any rights to, or any portion of, the Apps or Websites to any third party.
- Make the functionality of an App available to multiple users through any means, including, but not limited to distribution of the App or by uploading the App to a network

or file-sharing service or through any hosting, application services provider or any other type of service.

- Enable or allow others to use an App using your instance of the App;
- Disassemble, decompile or reverse engineer the Apps or Websites, in whole or in part, or permit or authorize a third party to do so.
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software included into or used to provide the Apps or Websites, except to the extent such activities are expressly permitted by law notwithstanding this prohibition.
- Access or attempt to access the Apps or Websites by any means other than the interface we provide or authorize.
- Delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Apps or Websites as delivered to you.
- Circumvent, disable or otherwise interfere with security related features of the Apps or Websites, or features that prevent or restrict use or copying of their content.
- Attempt to probe, scan or test the vulnerability of any our system or network or breach or impair or circumvent any security or authentication measures protecting the Apps or Websites.
- Collect or store personal data that may be obtained through the Apps or Websites without the express permission of the data subjects or in compliance with any applicable data protection laws.
- Use the Apps or Websites in a commercial manner.
- Use the Apps or Websites in any manner not permitted by these Terms.
- Upload or use any content, including Your Content in relation with the Apps that is unlawful, obscene, harmful, threatening, harassing, defamatory or hateful or that contain objects or symbols of hate, invade the privacy of any third party, contain nudity (including without limitation any pornography, child pornography or child erotica), are deceptive, threatening, abusive, inciting of unlawful action, defamatory, libelous, vulgar or violent or constitute hate speech or are otherwise objectionable.
- Upload or use any content, including Your Content in relation with the Apps
 - to which you do not have the lawful right to copy, transmit and display (including any content that would violate any confidentiality or fiduciary obligations that you might have with respect to this content);
 - for which you do not have the consent or permission of each identifiable person in the content to use the name, voice, signature, photograph, or likeness of each such person and such consent or permission is necessary; and/or
 - that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity), or otherwise violates or promotes the violation of the rights of any third party.
- Use false identities or impersonate any other person.
- Upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk, spam or any other form of solicitation.
- Encourage or instruct any other individual or entity to do any of the foregoing or to violate any of these Terms.

4. Your Content

We do not own Your Content used or provided by you in connection with our certain Apps. We have no ability to control Your Content that is used or provided in connection with such Apps, and do not have any obligation to monitor such content for any purpose. We merely perform technical functions necessary to offer you the Apps and their services, including, if an App offers such a service, reformatting Your Content.

You may use the Apps, and Your Content in relation to the Apps for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws and regulations,

as well as the terms and conditions set by Instagram in connection with your use of the Apps and Your Content.

You are solely responsible for controlling, maintaining and protecting all Your Content that you access, store or make available, or that is otherwise processed, through the Apps.

We reserve the right to restrict use of any content in connection with the Apps without notice.

You acknowledge and agree that we may, at our option, establish usage limits in relation to Your Content.

Content Removal. We can remove any of Your Content you share with us by using our Apps if we believe that it violates these Terms, or we are permitted or required to do so by law. We can refuse to provide or stop providing all or part of the App to you or disable your access to the App or its certain features if you violate these Terms and/or create risk or legal exposure for us.

License Grant. By using respective features of an applicable App, including by uploading Your Content you hereby grant to us a non-exclusive, worldwide, fully paid, royalty-free, sublicensable and transferable right and license to use, reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast and otherwise exploit Your Content.

Your Representations. By using Your Content in connection with the Apps, you agree that you have all necessary licenses and permissions to use Your Content; and the rights necessary to grant the licenses in the Terms. You further represent and warrant that neither Your Content nor us providing the Apps and any services included therein for your use in connection with your content, will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation, or a breach of contract between you and a third party.

5. Support

You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Apps and Websites. However, subject to the other provisions of these Terms we will attempt to help you with any queries or problems that you may have with the Apps. To reach our customer support team, please email us at info@colorset.app. Providing our representatives with all the information they need to solve your problem will expedite your request for assistance.

6. Additional Terms Applicable to iOS Devices

This Section of the Terms governs exclusively the terms and conditions that must be defined to exclude and disclaim Apple Inc. relation to our Apps for iOS. All other matters between you and us are governed in other Sections of these Terms.

Use on Apple Devices. You can only use the Apps for iOS on an Apple-branded Device.

You understand that your installation, access to or use of the Apps for iOS is also bound by the terms and conditions implemented by Apple Inc.

Acknowledgement. We and you acknowledge that these Terms are concluded between us and you only, and not with Apple. We, not Apple, are responsible for the Apps. We and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apps for iOS.

Warranty. In the event of any failure of the Apps for iOS to conform to any applicable warranty, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apps for iOS except for refunding the purchase price for the Apps for iOS to you. Any other claims, losses, liabilities, damages,

costs or expenses attributable to any failure to conform to any warranty shall not be addressed to Apple.

Product Claims. We and you acknowledge that Apple is not responsible for addressing of your or any third party's claims relating to the Apps for iOS or your possession and/or use of that Apps, including, but not limited to:

- Product liability claims;
- Any claim that an App for iOS fails to conform to any applicable legal or regulatory requirement; and
- Claims arising under consumer protection, privacy, or similar legislation.

Intellectual Property Rights. We and you acknowledge that, in the event of any third-party claim that the Apps for iOS or your possession and use of the Apps for iOS infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Third Party Beneficiary. Apple and Apple's subsidiaries are third party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

7. Disclaimer of Warranties

Your use of the Apps and Websites and of any services, content and information made available through the Apps or Websites is at your sole risk and discretion and we hereby disclaim all liability to you or any third party relating thereto.

The Apps and Websites and all materials, information, content and services included therein or made available through them, are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind. We expressly disclaim all warranties of any kind, express, implied or statutory, relating to the Apps and Websites (or any parts thereof), 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.

We further disclaim any warranties:

- Regarding the security, accuracy, reliability, timeliness and performance of the Apps and Websites.
- The results obtained from the use of the Apps and its services will be delivered within a certain timeframe, be effective, accurate, or reliable.
- That the Apps and Websites will be error-free or that any errors will be corrected.
- That the Apps and Websites will be of any particular quality, meet any standards or requirements, or conform to any of your expectations in this regard.

We specifically disclaim all liability for any actions resulting from your use of the Apps or Websites. You may use and access the Apps and Websites at your own discretion and risk, and you are solely responsible for any damage to Your Content, your Devices or other systems, or loss of data that results from the use of and access to the Apps and Websites.

Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Third Parties Services. We are not responsible for third-party apps (e.g. Instagram) or content that are used in connection with the Apps and Websites.

8. Limitation of Liability

In no event will we, our officers, directors, employees, affiliates or agents, be liable to you for any damages whatsoever, including without limitation, direct, indirect, incidental, special, punitive or consequential damages arising out of or in connection with your use of the Apps, Websites or any other content or services that you access using the Apps or Websites

whether the damages are foreseeable and whether or not we have been advised of the possibility of such damages.

The maximum aggregate liability of us to you in relation to all our Apps and Websites (whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise) shall, to the fullest extent permitted by applicable law, not exceed US \$50 or the aggregate amount that you paid for access to the Apps during the three-month period preceding the event giving rise to the liability, whichever is larger. The foregoing limitation of liability will apply to the fullest extent permitted by law in the applicable jurisdiction.

9. Indemnification

You agree to defend, indemnify, and hold us, our parents, subsidiaries, affiliates, customers, vendors, and our and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with:

- Your access to or use (or misuse) of the Apps or Websites or any other content or services that you access using the Apps.
- Your violation of these Terms.
- Your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right.
- Any claim that Your Content or any of your actions caused damage to a third party.

10. External Links

The Apps and Websites may contain links to third-party websites or advertisements that provide links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for the availability or accuracy of, and we do not endorse such websites or resources or the content, products, or services on or available from such websites or resources. When you click on an ad, follow a link, or engage with a third-party service, website, resource you are interacting with the third party, not with us. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, products, content, promotions services or resources.

11. Your Feedback

If you choose to communicate to us any feedback, ideas or suggestions for improvement of the Apps or Websites, you grant us free-of-charge, irrevocable, non-exclusive, transferable right to use, modify, share, distribute and communicate such feedback for any and all commercial or non-commercial purposes, without charge and free of any obligation of attribution. You warrant that any such feedback you communicated to us is not subject to any license or any other third-party right.

12. Modifications

We reserve the right, at our sole discretion:

- To modify or revise these Terms at any time by posting the amended Terms. Please check the most current Terms to ensure that you are aware of all the terms governing your use of the Apps or Websites.
- To make changes, update or discontinue an App or a Website or any format, feature or functionality thereof at any time with or without notifying you.
- To terminate or restrict access to an App or a Website for any reason whatsoever.

Your continued use of the Apps and Websites after a change or update has been made will constitute your acceptance to the revised Terms of Use. If you do not agree with the modifications, please discontinue use of the Apps and Websites immediately.

These Terms remain effective from the date of acceptance until terminated by you or us in accordance with these Terms.

13. Termination

Termination by You. You may terminate these Terms at any time by ceasing to use the Apps and Websites.

Termination by Us. Without limiting other remedies, we may suspend or terminate these Terms with you, or may terminate or suspend your use of the Apps or Websites, and/or may remove any of Your Content (when shared with us) at any time if:

- You violate any term of these Terms of Use.
- You infringe proprietary rights, rights of privacy, or intellectual property rights of any person, business or organization.
- You engaged in other actions relating to the Apps or Websites that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, other users, us, any other third parties or for the Apps or Websites.
- It is required by applicable law.
- We cease offering or discontinued the Apps and Websites.

Effect of Termination. Upon termination of these Terms all licenses and rights to use the Apps and Websites shall immediately terminate. Upon any termination you must cease all use of the Apps and Websites and promptly delete all copies, full or partial, of the Apps.

Upon any termination Your Content stored by us (if any) will no longer be accessible. We will have no obligation to maintain any information and content stored in our database related to you or your use of the Apps and Websites, or to forward any information to you or any third party.

Any suspension or termination of these Terms will not affect your obligations to us under these Terms, including, without limitation, proprietary rights and ownership, indemnification and limitation of liability. Our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in the Terms will survive as well.

14. Jurisdiction

Choice of Law. You agree that the laws of the Republic of Belarus govern these Terms of Use, their subject matter, the relationship between you and us, any action related to these Terms, and any claim or dispute it may arise, without regard to the conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

Location for Resolving Disputes. You further agree that any disputes or claims related to these Terms of Use will be resolved by state courts located in the Republic of Belarus, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. By agreeing to these Terms, you are:

- Waiving claims that you might otherwise have against us based on the laws of other jurisdictions, including your own;
- Irrevocably consenting to the exclusive jurisdiction of, and venue in, the state courts located in the Republic of Belarus over any disputes or claims you have with us;
- Submitting yourself to the personal jurisdiction of such courts for the purpose of resolving any such disputes or claims.

Nothing in this Section shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the laws of such other jurisdiction.

No Class Actions. You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

15. General

Privacy Policy. Please refer to [our Privacy Policy](#), which is incorporated by reference into these Terms, and which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Apps or Websites, you signify your agreement to this Privacy Policy.

U.S. Government End Users. The Apps and related documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If a copy of the App and related documentation is being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the App and related documentation will be only those specified in these Terms.

Export Control. You may not use, export, re-export, import, or transfer the Apps except as authorized by United States law, the laws of the jurisdiction in which you obtained the Apps, and any other applicable laws. In particular, but without limitation, the Apps may not be exported or re-exported:

- Into any United States embargoed countries, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
- To anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List.

By using the Apps, you represent and warrant that you are not located in any such country or on any such list. You also will not use the Apps for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

Force Majeure. We will not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond its reasonable control, which may include, without limitation, denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, extraordinary Internet congestion or extraordinary connectivity issues experienced by telecommunications providers and unrelated to our infrastructure or connectivity to the Internet, or failure at our co-location facility, (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, we will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues.

Right to Contact. We reserve the right to contact you in order to evaluate compliance with the rules and policies in these Terms. You will cooperate fully with us to investigate any suspected unlawful, fraudulent or improper activity.

For purposes of service messages and notices about the Apps we may send you in-App messages.

If you have contacted us via email, we may contact you using your email address.

Notices. Any notices or other communications permitted or required under these Terms will be in writing and given by us:

- Via in-App message, and/or
- By posting on a Website.

Consent to Receive Communications in Electronic Form. For contractual purposes, you:

- Consent to receive communications from us in an electronic form; and
- Agree that the Terms and all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

No Assignment. You will not assign this agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any purported assignment or delegation by you without our appropriate prior written consent will be null and void.

We may assign this agreement or any rights hereunder without your consent.

No Waiver. The failure by us to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of our right or remedy.

Severability and Integration. These Terms of Use constitutes the entire agreement between you and us and supersedes all previous written or oral agreements. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Questions. We will attempt to help you with any queries or problems that you may have with the Apps. To reach our team, please email us at info@colorset.app.