

## **Vochi, LLC TERMS OF SERVICE**

Effective as of March 12, 2020

These Terms of Service (this “Agreement”) is a legal agreement between you (“you”) and LLC Vochi, a company incorporated under the laws of the Republic of Belarus (“Company”, “we” or “us”) for the use of “VOCHI: Video Effects”, a mobile application, the servers used by the application, the computer files stored on such servers, and all related services, including Masks and Effects as defined further, features and content offered by the Company (collectively, the “App”).

### **1. ACCEPTANCE OF THE AGREEMENT**

Please read this Agreement carefully. By creating downloading, accessing or using the App, you acknowledge that you accept and agree to be bound by the terms of this Agreement. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE APP.

We may modify this Agreement from time to time. We will notify you through the App, or by presenting you with a new version of the Agreement for you to accept if we make modifications that materially change your rights. Your continued use of the App after the effective date of an updated version of the Agreement will indicate your acceptance of the Agreement as modified.

We may also ask you to accept supplemental terms related to specific products or components, which are incorporated into this Agreement by this reference. If such supplemental terms conflict with the Agreement, the latter shall prevail. The supplemental terms shall govern only in respect to such product and component that you use and to the extent of the conflict.

### **2. LIMITED LICENSE TO THE APP**

We grant you a personal, worldwide, revocable, non-transferable and non-exclusive license to access and use the App (including Masks and Effects as defined further) for personal and non-commercial purposes in accordance with the terms of this Agreement.

All rights, title, and interest in and to the App not expressly granted in this Agreement are reserved by the Company. If you wish to use the Company’s software, title, trade name, trademark, service mark, logo, domain name and/or any other identification with notable brand features or other content owned by the Company, you must obtain prior written permission from the Company. Permission requests may be sent to [hello@vochi.ai](mailto:hello@vochi.ai)

### **3. USE OF THE APP**

No registration is required to access and use the App.

The App allows you to try on Masks and Effects on your video in real time. “Masks and Effects” shall mean filters and masks that are provided by us for you to apply them as envisaged by the App’s functionality.

You may only use and access the App for authorized, acceptable and lawful purpose. You shall not use or access (or assist any third parties to use or access) the App in ways that:

- a) violate, or infringe our rights, the rights of other users or third parties, including intellectual property rights, privacy rights, publicity rights, or other property rights;
- b) impersonate anyone;
- c) involve sending illegal or impermissible communications such as spam, or other unsolicited advertising or messages;
- d) are generally illegal, obscene, harassing, hateful, or otherwise inappropriate, including promoting illegal activities;
- e) involve any other use of the App not authorized use.

### **4. YOUR CONTENT**

As a part of your use of the App you may upload or otherwise make available some content including, but not limited to, video of you and/or other people and/or with other content (“Content”).

You are solely responsible for the Content you upload or otherwise make available through the App. Your Content does not include any content created or provided by us, Masks and Effects, or any third-party content. Your Content must not include content that is illegal, obscene, harassing, hateful, or otherwise inappropriate, including promoting illegal activities.

When you upload or otherwise make available your Content through the App, you warrant and represent that:

- a) you possess all required rights and permissions to upload or otherwise make available the Content;
- b) the use of your Content does not violate, misappropriate or infringe any third-party rights, including intellectual property rights, privacy rights, publicity rights, or other property rights.

By uploading or otherwise making available your Content through, via or in the App you hereby grant us or our affiliates a worldwide, irrevocable, perpetual, royalty-free, fully paid, sublicensable, transferable license to use, modify, reproduce, distribute, make derivative works of, publicly display or perform your Content in connection with the App or Third-party services, Company’s general activities related to the App (including aggregation and technical improvement of the App), promotional activities, or otherwise with your consent.

If not stipulated by the present Agreement, all privacy-related aspects of your Content shall be governed by the Privacy policy.

We do not directly monitor or control the Content uploaded or otherwise made available through the App. The Company disclaims any liability, direct or indirect, arising out of the Content uploaded or otherwise made available through the App. However, the Company reserves the right to review your Content prior to submission to the App and to remove any such Content for any reason, at any time, without prior notice, at our sole discretion. The Company undertakes to disable, delete or hide any Content that violates this Agreement or applicable law, or block you, if your use of the App.

If you have knowledge about any Content that violates this Agreement or applicable law, please contact us at [hello@vochi.ai](mailto:hello@vochi.ai).

## **5. PRIVACY POLICY AND AGE LIMITATIONS**

By accepting this Agreement, you also accept the terms and conditions of our [Privacy policy](#), which is an integral part of this Agreement. In some cases, we may require you to accept Privacy Policy in a separate, explicit action.

We are committed to protecting the privacy of children under COPPA or any other applicable law. The App is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we have actual knowledge is under the age of 13. You are not allowed to use the App if you are under the age of 13.

Due to requirements of the GDPR you shall be at least 16 years old in order to use the App. To the extent prohibited by applicable law, we do not allow use of the App by the EU residents younger than 16 years old. If you are aware of anyone younger than 16 using the App, please contact us at [hello@vochi.ai](mailto:hello@vochi.ai), and we will take steps to delete such information and (or) delete her account.

## **6. SECURITY**

You shall not download, access or use the App in such way as to disrupt, hamper or otherwise disturb the operation of the App.

It is explicitly forbidden under this Agreement to decompile, reverse engineer or otherwise intrude into the App, its components and code.

## **7. THIRD-PARTY SERVICES**

The App may allow you to access, use or interact with content, apps, websites or services provided by third parties (“Third-party services”). Such third parties’ terms of use and privacy policies shall govern your use of such services. For instance, you may choose to send an email to share your video with Masks and Effects using your Google account, then all applicable Google terms of use and privacy policy will apply. When you access and use Third-party services via the App, we are not responsible for these Third-party services and we do not endorse or make any warranties and representations about such Third-party services.

## **8. WARRANTY DISCLAIMER**

The Company controls and operates the App from various locations and makes no representation that the App is appropriate or available for use in all locations. The App or certain features of it may not be available in your location or may vary across locations.

THE APP IS PROVIDED “AS IS”, “AS AVAILABLE” AND IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW. THE COMPANY, AND ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE APP WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE APP IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE APP WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE APP IS SOLELY AT YOUR OWN RISK. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **9. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, OR DATA PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS APP. IN NO EVENT WILL THE COMPANY’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APP EXCEED THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR USE OF THE APP OR ONE HUNDRED DOLLARS (\$100) IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, AS APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE COMPANY, OR ANY THIRD PARTIES MENTIONED ON THE APP ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE APP.

## **10. USE OF MOBILE DEVICES**

Please note that your carrier’s normal rates and fees, such as text messaging and data charges, will still apply if you are using the App on a mobile device.

## **11. ENFORCEMENT RIGHTS**

We are not obligated to monitor access or use of the App, however, we reserve the right to do so for purposes of operating and maintaining the App, ensuring your compliance with this Agreement, and complying with applicable legal requirements. We may disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable any content posted to the App or access to App at any time and without notice, and at our sole discretion, if we determine in our sole discretion that your content or use of the App is objectionable or in violation this Agreement.

The Company has no liability or responsibility to users of the App or any other person or entity for performance or nonperformance of the aforementioned activities.

## **12. CHANGES TO THE APP**

From time to time and without prior notice to you, we may change, expand and improve the App. We may also, at any time, cease to continue operating part or all of the App or selectively disable certain features of the App. Your use of the App does not entitle you to the continued provision or availability of the App. Any modification or elimination of the App or any particular features will be done in our sole and absolute discretion and without an ongoing obligation or liability to you.

## **13. INDEMNITY**

You agree to defend, indemnify, and hold the Company, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

## **14. TERMINATION AND SURVIVAL**

We may suspend, or terminate your license or access to the App anytime for any reason, such as if you violate any material terms of this Agreement, or create harm, risk, or possible legal consequences for us, or other users.

Upon termination, provisions of the Agreement, which, by their nature, should survive termination, shall survive termination, including, without limitation, warranty disclaimer, dispute resolution, indemnity, limited license to the App and limitations of liability.

## **15. ASSIGNABILITY**

You shall not transfer any of your rights and obligations under this Agreement to any third party without our prior written consent. All our rights and obligations under this Agreement may be assigned by us to any of our affiliates or in connection with a merger, acquisition, corporate restructuring, sale of assets, by operation of law, or otherwise, and by accepting this Agreement, you provide us your explicit consent that we may transfer any of your information and Content to any of our affiliates, successor entities, or new owners.

## **16. DISPUTE RESOLUTION**

Any dispute arising from this Agreement shall be governed by the laws of the Republic of Belarus without regard to its conflict of law provisions. ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED IN AN APPROPRIATE STATE COURT LOCATED IN THE REPUBLIC OF BELARUS.

Any cause of action you may have with respect to your use of the App must be commenced within one (1) year after the claim or cause of action arises.

## **17. MISCELLANEOUS**

If for any reason a court or other authorized state authority of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings and shall be treated as public agreement.

## **18. CONTACT US**

If you have any comments or questions on any part of the services or any part of this Agreement, please feel free to contact us at [hello@vochi.ai](mailto:hello@vochi.ai)

We respect the intellectual property rights of others and we expect our users to do the same. To report a copyright, trademark or other intellectual property rights infringement, please contact us at [hello@vochi.ai](mailto:hello@vochi.ai), using the heading "Intellectual property report".

Our mailing address:

Limited liability company Vochi

Address: BELARUS, MINSK, KULMAN ST. 35a-11a

UNP 193235536

[hello@vochi.ai](mailto:hello@vochi.ai)