Terms and Conditions

Last updated: September 03, 2023

1. What the Service Agreement Covers

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the "Subscriptions.today" mobile application ("Mobile Application" or "Service") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and this Mobile Application developer ("Operator", "we", "us" or "our"). If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such an entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Mobile Application and Services. By accessing and using the Mobile Application and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and the Operator, even though it is electronic and is not physically signed by you, and it governs your use of the Mobile Application and Services.

2. Privacy Policy

For information about our data practices, please read carefully our <u>Privacy Policy</u>. By accessing or using the Service, you agree that we can collect and use your information following the <u>Privacy Policy</u>.

3. Using the Service

The Service is intended for you to conveniently store information about your subscriptions and provide you insights about expenditure structure and remind you about upcoming charging dates.

When using the Service you must comply with these Terms, all applicable laws, and other notices we provide. You may not use the Service in any unauthorized way that

could interfere with anyone else's use of it or gain unauthorized access to any service, data, account, or network.

4. Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Mobile Application and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Mobile Application and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Mobile Application and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Mobile Application and Services for violating any of the prohibited uses.

5. Internet access may be required

To access the Service by means of a cellular data connection on a portable device you will need a data access plan from your wireless carrier. In order to access the Service via Wi-Fi or Internet connection you will need a compatible device, software, browser and Internet access. Check with your provider to learn if any fees apply. You are solely responsible for any fees or costs you incur to access the Service through any wireless or other communication service.

6. Your content

We don't claim ownership of the content you provide on the Service. Your content remains your content. We also don't control, verify, or endorse the content that you and others make available on the Service. You're responsible for backing up the data that you store on the Service. If your Service is canceled, we may permanently delete your data from our servers. We have no obligation to return data to you after the Service is canceled. If the data is stored with an expiration date, we may also delete the data as of that date. Deleted data may be irretrievable.

7. How we may change the contract

We may change this Terms and will notify you by posting new terms. If you do not agree to the changes, you must cancel and stop using the Service. If you do not stop using the Service, the new terms apply to you.

8. NO WARRANTY

We provide the Service "as-is", "with all faults" and "as available". The entire risk as to the quality and the performance of the Service and the Software is with you. Should the Service or software prove defective, you assume the entire cost of all necessary servicing or repair. We don't guarantee the accuracy or timeliness of information available from the Service. You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not guarantee the Service will be uninterrupted, timely, secure, or error-free, or that data loss will not occur. We and our affiliates and vendors give no express warranties, guarantees, or conditions. We exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and noninfringement. You may have certain rights under your local law. Nothing in this Contract is intended to affect those rights, if they are applicable.

9. LIABILITY LIMITATION

You cannot recover any damages, including consequential, lost profits, special, indirect, incidental or punitive damages.

The limitations and exclusions apply to anything related to this Terms, such as loss of data; third-party content, programs or conduct; viruses that affect your use of the Service; incompatibility between the Service and other services, software and hardware; delays or failures you may have in starting or completing transmissions; and claims for breach of Terms, warranty, guarantee or condition; consumer protection; deception; unfair competition; strict liability, negligence, misrepresentation, omission, trespass or other tort; violation of statute or regulation; or unjust enrichment; all to the extent permitted by applicable law.

The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages.

Nothing in these terms shall affect the statutory rights of any consumer or exclude or restrict liability for death or personal injury arising from our

negligence, fraud, or our gross negligence or willful intent. Some or all of these limitations or exclusions may not apply to you if your state, province, or country does not allow the exclusion or limitation of incidental, consequential, or other damages.

10. Changes to the Service and cancellation

We continuously work to improve the Service and may change the Service at any time. Additionally, there are reasons why we may stop providing portions of the Service, including (without limitation) that it's no longer feasible for us to provide it, the technology advances, customer feedback indicates a change is needed, or external issues arise that make it imprudent or impractical to continue. If your Service is canceled, your right to use the Service stops immediately.

You may cancel the Service at any time and for any reason. Sections 9-15, and those that by their terms apply after the termination of this Contract will survive any termination of this Terms.

11. Intellectual property rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by the Operator or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with the Operator. All trademarks, service marks, graphics and logos used in connection with the Mobile Application and Services, are trademarks or registered trademarks of the Operator or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Mobile Application and Services may be the trademarks of other third parties. Your use of the Mobile Application and Services grants you no right or license to reproduce or otherwise use any of the Operator or third party trademarks.

12. Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Mobile Application and Services you agree to be

bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Mobile Application and Services.

13. Contacting us

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the next web form: feedback.