

These Terms of Use were last updated on August 28, 2018.

Important: Please carefully read these terms and conditions of use (“Terms of Use”) before using any of the Services because they form a legally binding agreement between you and The William Breman Jewish Heritage Museum (the “Company”). These Terms of Use include limitations of liability and an arbitration clause, which limits your right to seek relief in a court of law, and other important information about your rights, obligations, age and ability to consent.

Moments In Time Mobile Application Terms of Use

Welcome to the Moments In Time Mobile Application.

1. Acceptance.

(a) By accessing or using the Moments In Time application a downloadable application for use on mobile devices (the “App”), and all features and functionality of the application, including without limitation, its software, data feeds, widgets, materials, information, content and any other services or products available on or through the [Site and App] (collectively, the “Services”), you are agreeing to be bound by these Terms of Use and to abide by and comply with the terms and conditions set forth herein.

(b) You represent and warrant that you are either (a) at least 18 years of age and are fully able and competent to enter into these Terms of Use; (2) an emancipated minor and are fully able and competent to enter into these Terms of Use; or (3) at least 13 years of age and your legal parent(s) or guardian(s) consent to your registration for the Services and agree to be bound by these Terms of Use in respect of your use of the Services. The Services are not intended for children under 13. If you are under 13 years of age, then please do not use the Services.

(c) If you are using the Services on behalf of an entity, such as a company or an organization (“Entity”), then you represent to us that you have the power and authority to bind such Entity to these Terms of Use.

(d) You must agree to and accept these Terms of Use prior to accessing or using the Services. If you do not agree to any of these Terms of Use, you are prohibited from accessing or using the Services.

(e) For purposes of these Terms of Use, the terms “we,” “us” and “our” refer to the Company. “You” refers to you, as a user of the Services. If you are using the Services on behalf of an Entity, then the term “you” shall be deemed to include such Entity.

2. Account.

(a) In order to access some features of the Services, you will have to create an account and choose a username. Usernames must not violate the rights of any third parties. When creating your account, you must provide accurate, current and complete information and you agree to update your information as necessary to maintain its truth and accuracy. You agree that you will not create an account for anyone other than yourself, unless you are a representative of an Entity with express authorization from an officer of such Entity to create an account on behalf of such Entity.

(b) You are solely responsible for the activity that occurs on your account, and you must keep your account password secure, except that with respect to accounts created on behalf of an Entity, you may share your account information with other authorized users of the Entity. You must notify us immediately of any breach of security or unauthorized use of your account. You may be liable for our losses or the losses of others due to such unauthorized use. We will not be liable for your losses if such losses are caused by any unauthorized use of your account.

(c) We not permit the transfer of accounts. You may not purchase, sell, gift or trade any account, or offer to purchase, sell, gift or trade any account, and any such attempt shall be null and void.

(d) YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN ANY ACCOUNT STORED OR HOSTED ON THE SERVICES. ALL RIGHTS IN AND TO SUCH ACCOUNTS ARE AND WILL FOREVER BE OWNED BY AND INURE SOLELY TO THE BENEFIT OF THE COMPANY.

(e) Any personal information you choose to provide while registering or in otherwise using the Services will be treated in accordance with our Privacy Policy. We do not knowingly collect, solicit or store personal information from anyone under the age of 13. If you believe we might have any information from or about a child under the age of 13, please contact us at momentsintimeproj@gmail.com.

3. Limited License. Subject to your continuing compliance with these Terms of Use, we hereby grant you a personal, revocable, non-exclusive, non-assignable and non-transferable, limited license to access and use the Services for your personal and non-commercial use only. You may not use the Services for any other purpose or in any way that breaches these Terms of Use or any other agreement applicable to the Services.

4. License Limitations.

- (a) You agree that you will not:
- (i) alter, modify, duplicate, decompile, reverse engineer, disassemble or decode (including any underlying idea or algorithm) any part of the Services, or attempt to do any of the same;
 - (ii) use the Services in any way that violates, plagiarizes, misappropriates or infringes the rights of third parties, including without limitation, rights of copyright, trademark, privacy or publicity;
 - (iii) use the Services in any way that violates, breaches or is contrary to any applicable law, rules, regulation, court order or is otherwise illegal or unlawful;
 - (iv) use the Services to impersonate or attempt to impersonate us, our employees, another user or any other person or Entity or otherwise misrepresent yourself;
 - (v) use the Services for harassing, unethical or disruptive purposes or use the Services in any way that is indecent, offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit or in a manner to incite hatred on grounds of race, gender, religion or sexual orientation or in any other manner objectionable in, as determined by us, in our sole discretion;
 - (vi) exploit the Services for any commercial purpose, including without limitation, the sale of access to the Services or the sale of advertising, sponsorships or promotions placed on or within the Services or User Content (as defined below);
 - (vii) use, reproduce or remove any copyright, trademark, trade names, slogan, logos, images, service marks or other proprietary notations displayed on or through the Services without prior written permission from us;
 - (viii) use the Services in any manner that could disable, overburden, damage, disrupt or interfere with the Services, any other party's use of the Services or use any device, software or routine that causes the same;
 - (ix) circumvent, remove, alter, deactivate, disable, degrade, thwart or otherwise interfere with any security-related technological measure or content protections of the Services;
 - (x) use or launch any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Services to monitor, extract, copy or collect information from or through the Services, or any manual process to do the same;

(xi) introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;

(xii) use the Services in any way that would affect us adversely or reflect negatively on us, the Services, our reputation or goodwill, or that of our officers, directors, employees, representatives or agents; or

(xiii) use the Services in any way that breaches these Terms of Use.

Any use of the Services in violation of the above limitations will be regarded as an infringement of our rights.

5. User Content.

(a) Any and all content, including any communications, images, sounds and all materials or information, that you submit (e.g., by uploading or transmitting) to the Services (collectively, “User Content”) shall be deemed, and shall remain, your property from the moment of creation. You will be solely responsible for your own User Content and the consequences of uploading, submitting, distributing and publishing your User Content on the Services. You affirm, represent and warrant that you exclusively own or have the necessary licenses, rights, consents and permissions to publish any User Content you submit.

(b) You will not, directly or indirectly, upload, post, or submit User Content that:

(i) infringes any patent, trademark, trade secret, copyright, moral right, right of publicity, right of privacy, or other right of any other person or entity or violates any law or contractual duty (see our Notice of Infringement – DMCA policy below); for example, by reproducing songs, poems, articles, logos, trademarks, pictures, photos, music or other material that is not owned by you or which you do not have a license to reproduce on the Services;

(ii) you know is false, misleading, untruthful or inaccurate;

(iii) constitutes unauthorized or unsolicited advertising, junk or bulk email; or

(iv) is subject to any obligation or condition (including under any “open source” license such as the GNU Public License, Lesser GNU Public License, or Mozilla Public License) that could require or condition the use or distribution of such User Content or portion thereof on (I) the disclosure, licensing, or distribution of any source code for any portion of such User Content; or (II) the granting to licensees of the

right to make derivative works or other modifications to such User Content or portions thereof; or

(v) includes anyone's identification documents or sensitive financial information.

(c) You will remain the owner of the User Content but, by submitting and uploading User Content to the Services, you grant us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid up, transferable license (with the right to sublicense) to download, use, practice, copy, reproduce, distribute, transmit, broadcast, stream, sell, disclose, prepare derivative works of, edit, display, publish, adapt, re-format, make available, perform, provide access to, communicate to the public and otherwise commercially exploit your User Content in connection with the Services and our (and our affiliates' and partners' and their respective successors) business, including without limitation for promoting and redistributing part or all of the User Content in any media now known or hereafter invented for all purposes permitted by law, including commercial purposes (including, without limitation, advertising, promotional or other marketing materials). You also grant all other users of the Services a non-exclusive, worldwide license to access your User Content through the Services and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Services and under these Terms of Use. You hereby acknowledge and agree that we are not liable for such other users of the Services use of your User Content. To the extent permitted by applicable laws, you waive any moral rights or similar rights you may have in any User Content.

(d) You acknowledge and agree that we cannot and do not monitor or pre-screen the User Content created or uploaded and neither we, nor our affiliates, nor any of our respective employees, representatives, agents, directors and officers have any obligation, and do not undertake or assume any duty to review User Content that is inappropriate, that does or might infringe any third party rights or has otherwise been uploaded in breach of these Terms of Use or applicable law. Notwithstanding the fact that we have no legal obligation to monitor the User Content, we reserve the right to block, remove or delete any User Content at any time, with or without notice, and to limit or restrict access to any User Content, for any reason without liability and limitation.

(e) We do not endorse any User Content submitted to the Services by any user or other licensor, or any opinion, recommendation or advice expressed therein, and we expressly disclaims any and all liability in connection with User Content.

(f) You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content.

6. Data and Intellectual Property Ownership.

(a) As between us and you, we own all rights, title and interest in and to the Services and all of the content that appears in the Services, other than User Content. Except for the limited license granted to you in Section 3 above, you agree that you have no right, title or interest in or to the Services.

(b) Except for any User Content, any and all other software (including source code), logos, icons, the [Site's] and the App's "look and feel," text, graphics, images, video clips, sound clips, content, notices, data, page layout, selection and arrangement of the content, copyrights, patents, trade secrets, trademarks and other intellectual property rights therein shall be owned solely and exclusively by us or our licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. We and our licensors reserve all rights in connection with the Services and its content (other than User Content), including, without limitation, the exclusive right to create derivative works therefrom.

(c) Our name and logo and all related names, logos, product and service names, designs and slogans are trademarks or service marks of ours or our affiliates. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by us. Unless otherwise indicated, any images of persons, personalities or products contained on the Services are not an indication or endorsement by us or our Services.

7. Third Party Content. The Services may contain links to or make use of third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products, application program interfaces or services that are not owned or controlled by us (collectively, "Third-Party Sites"). For example, the Services may make use of Vimeo, LLC's application program interface to store and retrieve video recordings uploaded by users. Any use of Third-Party Sites is subject to the terms of use enforced by such third party. YOUR USE OF ANY SUCH THIRD-PARTY SITES IS AT YOUR OWN RISK. None of the Company Parties (defined below) shall be responsible or liable, directly or indirectly, for any damage or loss caused, alleged to be caused by or in connection with the use of, inability to use or reliance on any such content, goods or services available on any and all Third-Party Sites. To clarify, though these Terms of Use reference Vimeo, LLC, expressly, they are merely an example of a Third-Party Site which may be accessible via the Services, and this Section applies to any and all Third-Party Sites, even if not expressly named herein.

8. Digital Millennium Copyright Act.

(a) We do not permit copyright infringing activities and infringement of intellectual property rights on the Services, and we will remove any and all User Content

if properly notified that such User Content infringes on another's intellectual property rights.

(b) Anyone who believes that his or her work has been reproduced in the Services in a manner which constitutes copyright infringement may submit a notification to our copyright agent in accordance with the Digital Millennium Copyright Act (the "DMCA"), by providing the following information in writing:

(i) identification of the copyrighted work that is claimed to be infringed;

(ii) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Services;

(iii) information for our copyright agent to contact you (such as an address, telephone number and email address);

(iv) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;

(v) a statement that the information above is accurate and, under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and

(vi) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

(c) If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, "trademark") by noting this in your written notice. You acknowledge that if you fail to comply with all of the requirements for a notice of infringement as specified above, your DMCA notice may not be valid.

(d) Notices of copyright infringement claims should be sent by mail to **The William Breman Jewish Heritage Museum, 1440 Spring St NW, Atlanta, GA 30309**; or by email to **MOMENTSINTIMEPROJ@GMAIL.COM**. We will respond expeditiously to claims of copyright infringement using the Services that are reported to our copyright agent in the notification explained above. It is our policy, in appropriate circumstances and at our sole discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or other intellectual property rights of others.

(e) If you believe that your User Content that was removed (or to which access was disabled) after we received a notice of copyright infringement is not actually

infringing, or that you have the authorization from the copyright owner, the copyright owner's agent or pursuant to the law to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent:

- (i) your physical or electronic signature (with your full legal name);
- (ii) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- (iii) a statement that you have a good faith belief, under penalty of perjury, that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- (iv) your name, address, telephone number and email address, and a statement that you will accept service of process from the person who provided the original notification of the alleged infringement.

(f) If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it. At our sole discretion, unless the original complaining party files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 business days after receipt of the counter-notice.

(g) Please understand that filing a counter-notification may lead to legal proceedings between you and the complaining party to determine ownership. Be aware that there may be adverse legal consequences in your country if you make a false or bad faith allegation by using this process.

(h) Further information on the DMCA can be found in 17 U.S.C. 512 or on the United States Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>.

9. Public Beta Stage. The Services are currently in the beta-stage of its development. We may ask you from time to time during the beta period for your input and feedback regarding the Services, or for other information relating to your experiences and practices relating to the Services. Any such input, feedback or information you provide will become our property and you hereby assign to us all rights you may have in such input, feedback and information. We may use such input, feedback and information for our internal business purposes and generally for any legal purposes, including without limitation, to improve the Services.

10. Mobile and Other Devices.

(a) We currently provide the Services for free, but please be aware that your carrier's normal rates and fees (such as text messaging, data charges or roaming fees) will still apply.

(b) Downloading, installing or using the App may be prohibited or restricted by your network provider and not all of the Services may work with your network provider or device.

11. Termination.

(a) These Terms of Use are effective until terminated. You may terminate your account at any time by discontinuing your use of the Services and deleting your user account.

(b) We reserve the right, at our sole discretion, to terminate these Terms of Use, and/or temporarily or permanently suspend, withdraw or restrict your access to some or all of your user account and/or the Services, at any time, effective immediately, with or without notice, for any or no reason whatsoever. If we terminate or restrict your use and access of the Services, then you must immediately stop using all portions of the Services, and delete the App from your mobile device. The provisions of this Section shall survive any termination of these Terms of Use.

(c) IMPORTANT: Please note that even if your account has been terminated, any and all User Content uploaded to your account at any time prior to the termination date may be retained, distributed, performed or used by us and our third-party partners (including Vimeo, LLC) indefinitely.

(d) Notwithstanding anything herein to the contrary, we have no obligation to retain your User Content and may, at its sole discretion, decide to delete your User Content from the Services at any time, including without limitation, after your account is terminated. Therefore, you are advised to save or back up any User Content that you have uploaded to your account before termination, as we assume no liability for any material that may be irretrievably deleted following termination of your account.

12. Warranty Disclaimer. YOU ACKNOWLEDGE AND AGREE THAT BECAUSE THE [SITE] AND APP ARE EACH A BETA VERSION, EACH OF THE SITE AND/OR APP MAY BE SUBJECT TO WITHDRAWAL FROM AVAILABILITY AT ANY TIME, WITH OR WITHOUT NOTICE. THE SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT

YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, OUR AFFILIATES AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE “COMPANY PARTIES”) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, LIKELY RESULTS, RELIABILITY OR COMPLETENESS OF THE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS [SITE] OR APP AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT; (B) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (C) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES; (D) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; AND/OR (E) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

13. Limitation of Liability.

(a) IN NO EVENT SHALL THE COMPANY PARTIES, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, PROFIT OR GOODWILL, OR DUE TO BUSINESS INTERRUPTION, UNAUTHORIZED ACCESS OR OTHER INTANGIBLE LOSSES), IN CONNECTION WITH THESE TERMS OF USE, THE SERVICES, USE OF THE SERVICES OR THE DELAY OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY COMPANY PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY,

OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

(c) YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO STOP USING THE SERVICES AND TO CANCEL ALL ACCOUNTS REGISTERED TO YOU.

(d) Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of the Company Parties shall be limited to the fullest extent permitted by law.

(e) While the Services may be accessible worldwide, we make no representation that it is appropriate or available for use in any specific location. Any offer of the Services is void where prohibited by law.

14. Indemnification. You agree to indemnify, defend and hold the Company Parties harmless from and against any and all claims, causes of action, demands, obligations, damages, losses, liabilities, fines, penalties and expenses (including but not limited to attorneys' fees) incurred by the Company Parties resulting from: (a) any violation by you of these Terms of Use; (b) any claim that your User Content infringes any rights of a third party, including without limitation any copyright, property or privacy right; and (c) any activity related to your use of the Services or your User Content, be it by you or by any other person accessing your account with or without your consent. This indemnification obligation will survive any termination of these Terms of Use and cessation of your use of the Services.

15. Apple Policies. The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms of Use are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section apply, but solely with respect to the App from the Apple App Store. You acknowledge and agree that these Terms of Use are solely between you and us, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Use. You and us acknowledge that

Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. You and us acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes such third party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use. You must comply with applicable third party terms of agreement when using the App. You and us acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as they relate to your license of the App, and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

16. Provisions Applicable to California Residents Under the Age of 18.

(a) If you are a resident of California and under 18 years of age, you may request and obtain removal of your User Content or other information you posted by emailing us at momentsintimeproj@gmail.com. We shall not accept requests via postal mail, telephone or facsimile, and we are not responsible for requests that are not sent properly. We are also not responsible for requests that are not labeled properly, and we may not be able to respond if you do not provide complete information. All requests must:

- (i) be labeled "California Removal Request" on the email subject line;
- (ii) provide a description of the content or information that you want removed;
- (iii) provide information reasonably sufficient to permit us to locate the material you want removed (such as the URL of the video); and
- (iv) include your username and registered email address (so that we may process your request and contact you if we have questions).

(b) Any requests for removal do not ensure complete or comprehensive removal of your User Content or information.

17. Provisions Applicable to Users Outside the United States of America.

(a) We seek to create a community with consistent standards for you and all other users of the Services, but we also strive to respect local laws. The following provisions apply to people who access the Services outside the United States:

(i) you consent to having your personal data transferred to and processed in the United States;

(ii) you will not use the Services if you are prohibited from receiving products, services or software originating from the United States; and

(iii) you will not use the Services if your use will subject us to any registration requirement within a foreign jurisdiction or country.

(b) Software related to or made available by the Services may be subject to United States export controls. Therefore, no software from the Services may be downloaded, exported or re-exported: (i) into or to a national or resident of any country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

18. Amendments. We may, in our sole discretion, modify or revise these Terms of Use and other policies at any time, and you agree to be bound by such modifications or revisions. We will publish such revisions and updates from time to time by posting the revised policy on the [Site] and App and updating the "effective as of" date at the top of these Terms of Use. By continuing to use the Services after any such publication, you are agreeing to be bound by the then current version of these Terms of Use. If you do not agree to the changes, then you must immediately stop using the Services and delete your account.

19. Dispute Resolution.

(a) To expedite resolution and control the cost of any dispute, controversy or claim related to these Terms of Use (each, a "Dispute"), you and we agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. We will send notice to the email address you have provided to us. You will send your notice to momentsintimeproj@gmail.com.

(b) If you and we are unable to resolve a Dispute through informal negotiations, either you or we may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE

RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be administered by the American Arbitration Association (“AAA”), in accordance with the AAA rules for arbitration by a panel of three (3) arbitrators, of whom each party shall designate one, with the third arbitrator to be designated by the two (2) party-appointed arbitrators. Such arbitration shall be conducted in Atlanta, Georgia, USA, in the English language. The arbitrators shall establish procedures under which each party will be entitled to conduct discovery and shall award to the prevailing party in any such dispute the costs and expenses of the proceeding, including reasonable attorneys’ fees. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et. seq., and except as set forth below, the arbitral award shall be final, binding and incontestable and judgment thereon may be entered in any court of competent jurisdiction. The arbitrators shall award only such damages as are permitted to be awarded pursuant to these Terms of Use, each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless applicable law prohibits such waiver. The arbitrators must render their award within thirty (30) days following the last hearing scheduled by the arbitrators and at that time state the reasons for their award in writing. An appeal may be taken under the AAA arbitration appeal procedures from any final award of an arbitral panel in any arbitration arising out of or related to these Terms of Use that is conducted in accordance with such procedure. Unless otherwise agreed by you and us and the appeal tribunal, the appeal shall be conducted at the place of the original arbitration.

(c) You agree that any arbitration shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

(d) You agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (i) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (ii) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for injunctive relief. Any Dispute not subject to arbitration, or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of Fulton, Georgia, USA, and you agree to submit to the personal jurisdiction of that court.

20. Governing Law.

(a) These Terms of Use shall be governed by, and will be construed under, the laws of the State of Georgia, USA, without regard to its choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

21. General.

(a) We reserve the right to limit the availability of the Services or any portion of the Services to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

(b) We may assign these Terms of Use, in whole or in part, to any person or entity at any time with or without your consent. You may not assign these Terms of Use, or assign, sublicense, pledge, or otherwise transfer or share the benefit of any or all of your rights, if any, in the Services, and any attempt to the contrary is null and void.

(c) If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

(d) No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

(e) These Terms of Use are the complete and exclusive statement of the agreement between you and us concerning the Services, and these Terms of Use supersede any prior or contemporaneous agreement, either oral or written, and any other communications with regard thereto between you and us. These Terms of Use may only be modified as set forth herein.

(f) The section headings used herein are for reference only and shall not be read to have any legal effect.

(g) Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Use, and by accepting these Terms of Use, you acknowledge that Apple and Apple's subsidiaries will have the right (and are deemed to have accepted the right) to enforce these Terms of Use against you as a third party thereof.

(h) If you have any questions on these Terms of Use, please contact momentsintimeproj@gmail.com.