**Terms of Service and Privacy Policy of Nutu, Inc. and Nutu Unglue Mobile Application**

Please carefully read these Terms of Service and Privacy Policy (collectively, “Terms”) before using the Nutu Unglue mobile application (“the App” or “Nutu Unglue”). The App is operated by Nutu, Inc., a nonprofit corporation (“we” or “Nutu”).

Your access to and use of the App is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the App. These Terms take effect when you use the App, and continue for the entire duration of your use of the App. By accessing or using the App you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the App.

**Nutu Unglue Is a Free, Charitable Service**

Nutu Unglue is free product offered as a public service and funded by donations. The App will not show you any advertisements, and does not get any material benefit from your downloading or using the App.

**No Data Collection**

Nutu does not collect any data about you or your use of your mobile device. Although the App uses iOS’s Location Services to determine if your mobile device’s screen has been on for 30 minutes continuously, the App does not save your location data. In the current, original version of the App, Nutu does not collect login credentials or any personal information from you. Apple, Inc. may collect information about your location and if you download the App, but Nutu does not.

**Nutu Unglue’s Intellectual Property**

Unless otherwise indicated, the Website and Service is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (collectively, the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

No part of the App and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without Nutu’s express prior written permission.

Provided that you are eligible to use the App, you are granted a limited license to access and use the App for non-commercial use. We reserve all rights not expressly granted to you in and to the App, the Content, and the Marks.

**Disclaimer**

The App is provided on an as-is and as-available basis. You agree that your use of the App will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the App and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the App’s content and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the App, (3) any interruption or cessation of the App, (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the App by any third party, and/or (5) any errors or omissions in any content and materials 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 App.

LIMITATIONS OF LIABILITY

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages.

The failure of Nutu to aggressively enforce any right or provision of the Terms shall not be construed as a waiver of such right or provision. The Terms outlines the entire agreement between you and Nutu and supersedes any prior agreements between you and Nutu, including prior iterations of the Terms.

**Minors Require Parental Consent to Use App According to These Terms**

All users who are considered minors where they live (generally under the age of 18) must have the permission of their parent or guardian to use the App according to these Terms.

**Changes to the App**

We reserve the right, at our sole discretion, to modify the App at any time. If you do not wish to continue using the App, simply stop using it. If you have any issues with the App, please contact us at info@nutu.us.

**Changes to the Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If you do not wish to continue using the App under the new version of the Terms, you may terminate the Agreements by contacting us at info@nutu.us.

Last updated August 8, 2019