

Personal Shopper App Terms Of Use

This End User License Agreement (“Agreement”) is between you and Personal Shopper and governs use of this app made available through the Apple App Store. By installing the Personal Shopper App, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the Personal Shopper App.

In order to ensure Personal Shopper provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content.

1. Parties

This Agreement is between you and Personal Shopper only, and not Apple, Inc. (“Apple”). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Apple has the right to enforce this Agreement against you. Personal Shopper, not Apple, is solely responsible for the Personal Shopper App and its content.

2. Privacy

User Provided Information

The Application obtains the information you provide when you download and register the Application. Registration with us is optional. However, please keep in mind that you may not be able to use some of the features offered by the Application unless you register with us.

When you register with us and use the Application, you generally provide (a) your name, email address, user name, password and other registration information; (b) transaction-related information, such as when you make purchases, respond to any offers, or download or use applications from us; (c) information you provide us when you contact us for help; (d) information you enter into our system when using the Application.

We may also use the information you provided us to contact you from time to time to provide you with important information, required notices and marketing promotions.

All provided information is available to us and Parse Inc., located at 8 California St., Suite 200, San Francisco, CA, 94111, United States, and its subsidiaries or affiliates involved in providing the Parse Service (“Parse”).

Automatically Collected Information

In addition, the Application may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device's unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Application.

3. Limited License

Personal Shopper grants you a limited, non-exclusive, non-transferable, revocable license to use the Personal Shopper App for your personal, non-commercial purposes. You may only use the Personal Shopper App on Apple devices that you own or control and as permitted by the App Store Terms of Service.

4. Age Restrictions

By using the Personal Shopper App, you represent and warrant that (a) you are 13 years of age or older and you agree to be bound by this Agreement; (b) if you are under 13 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of the Personal Shopper App does not violate any applicable law or regulation. Your access to the Personal Shopper App may be terminated without warning if Personal Shopper believes, in its sole discretion, that you are under the age of 13 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child's use of the Personal Shopper App, you agree to be bound by this Agreement in respect to your child's use of the Personal Shopper App.

5. Objectionable Content Policy

Content may not be submitted to Personal Shopper, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

6. Links To Other Web Sites

Personal Shopper App may contain links to thirdparty web sites or services that are not owned or controlled by us.

Personal Shopper App has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Personal Shopper shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any thirdparty web sites or services that you visit.

7. Warranty

Personal Shopper disclaims all warranties about the Personal Shopper App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, Personal Shopper, not Apple, shall be solely responsible for such warranty.

8. Maintenance and Support

Personal Shopper does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, Personal Shopper, not Apple, shall be obligated to furnish any such maintenance or support.

9. Product Claims

Personal Shopper, not Apple, is responsible for addressing any claims by you relating to the Personal Shopper App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the Personal Shopper App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

10. Third Party Intellectual Property Claims

Personal Shopper shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the Personal Shopper App. To the extent Personal Shopper is required to provide indemnification by applicable law, Personal Shopper, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Personal Shopper App or your use of it infringes any third party intellectual property right.