**TERMS OF USE**

Sympies is owned or controlled by M2Mrgs apps, Inc (Formerly appWings, Inc.) Your use of and access to Sympies website, the Sympies service, or any applications (including mobile applications) made available by M2Mrgs apps, Inc. (together, “Service”) are governed by the following terms of use (“Terms”). These Terms of Use affect your legal rights and obligations. By using the service, you agree to comply with and to be bound by these Terms. Otherwise, do not access or use the Service.

Changes may be made upon these terms at the sole discretion of M2Mrgs apps, Inc. and you will be immediately bound thereby upon posting through the service. You are responsible for referring to the Service on an ongoing basis to keep up with our terms and fully understand the use of Sympies.

**I. PRIVACY POLICY**

A. What information we collect

The information we collect from you which can include your name, age, mobile number, country, profile photo, email address you use to sign up and other information you may provide us allows you to log into our Site or Application and helps us to provide our Services to you.

Other than the information you provide us, we may also collect those which you may give us permission to obtain; for example when you permit us to connect to your other accounts (Facebook, Instagram, Twitter etc.), depending on your privacy settings in these accounts.

We also collect information from your use of the Service such as your activities while logged in, the length of time you are logged in, pages, links and other user accounts you visit and the friends you invite to use the Service. We may use cookies, web beacons, and other automated devices to collect information about you when you visit our Site or Application and use our Service.

B. How we use the information we collect

We use the information we collect from you for the following purposes:

* To provide our Service and products to you, to inform you of any concerns about your account and other customer service purposes.
* To send you updates or newsletters and marketing materials in relation to our latest activities and changes made to the Service.
* To help you and your friends connect, find each other and update each other.
* To respond to your queries and comments.

C. When and How we share information received

We do not sell, rent or trade our user’s personally identifiable information. We also do not disclose personally identifiable information about users to third parties for marketing purposes. However, we may disclose information for the following purposes:

* To other Sympies users. Certain information will be shared and allowed for viewing to other Sympies users. Your name and profile picture may be viewed by any Sympies user.
* Your posts may be viewed publicly or privately (only among chosen users), depending on your privacy settings.
* We may disclose the information we collect from you to our affiliates or subsidiaries, which are also bound by the terms herein set forth.
* We may disclose the information we collect from you to third party vendors, service providers, contractors or agents who perform functions on our behalf. We warrant that these third parties shall maintain the confidentiality, security and integrity of personally identifiable information and shall use such information only for the purposes for which they are engaged.
* In case of business transfers such as mergers and acquisitions with another company, we may transfer the information we collect to the acquiring company.
* We may disclose the information we collect from you in order to comply with the law, any judicial proceeding, court order, or other legal process e.g. to comply with a subpoena.
* We may also disclose the information we collect from you when we find it necessary to aid in any investigation, to prevent or take action in any illegal activity, suspected fraud and situations which involves potential threat to the safety of any person, or to address any violations of our Terms or Use.

D. The choices you are equipped with.

Use and access of our Service equips you with choices you may make allowing you more control over your experience with our Service. Thus, you can:

* Access and change your information in the profile page any time;
* Choose whether your profile page is available to search engines or can be found using your email address;
* Close or deactivate your account anytime. Information already collected before deactivation will be stored and may still be viewed upon activation but information and notifications during the deactivation period may not be retrieved.
* Provide us with your location settings for features of our services that would require it.

**II. BASIC TERMS**

A. Using Sympies

We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Service and products. However, you may use our Service only if you can form a binding contract with M2Mrgs apps, Inc., and only in compliance with these Terms and all applicable laws. In creating your Sympies account with us, we require you to provide us with accurate and complete information, and to keep it updated, but you must be at least 18 years old to use the Service.

You are solely responsible for maintaining the confidentiality and security of your account and for all activities that occur on or through your account, and you agree to immediately notify us of any security breach of your account. M2Mrgs apps, Inc. shall not be responsible for any losses arising out of the unauthorized use of your account.

B. Posting and Content

You are allowed to post content which may include photos, comments, links and other materials (referred to herein as “User Content”) and you affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish User Content you submit. You understand that M2Mrgs apps, Inc. does not guarantee confidentiality with respect to any User Content you submit and you shall retain all rights in and shall be solely responsible for the User Content you post in Sympies.

You grant M2Mrgs apps, Inc. (and its successors and affiliates) and its users a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform and distribute your User Content on (xxx) for the purpose of operating, developing, providing and using the Service.

Nothing in these Terms shall restrict other legal rights M2Mrgs apps, Inc. may have to User Content. We reserve the right to remove or modify User Content for any reason which includes User Content we deem violates these Terms and policies, including, but not limited to, those that:

* Are libelous, defamatory or disparaging
* Promotes nudity, pornography, or obscenity
* Violate another’s copyright, trademark, or intellectual property
* Condone or promote illegal activity
* Are misleading, fraudulent or deceptive
* Use harsh, obscene, hateful or threatening language
* Are spam or intended to cause technical disruptions to this Service
* Any comment that is off topic

By submitting User Content, you understand that M2Mrgs apps, Inc. has the right to retain your User Content for a commercially reasonable period of time for back-up, archival, or audit purposes after you remove of delete your User Content from the Service or after termination or deactivation of your account. Furthermore, you understand and agree that M2Mrgs apps, Inc. may retain but not display, distribute, continue to use, reproduce, modify, create derivative works or perform, server copies of your User Content that have been removed of deleted except User Content that other users have stored or shared through Sympies.

Your feedback is always welcome! By leaving feedbacks, comments and other ideas, you agree that we are free to use them without restrictions or any compensation to you.

C. Security

We always look after the security of our users. However, while we work to protect the security of your content and account, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

D. Third-party Links, Sites and Services

Our Service and products may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by M2Mrgs apps, Inc. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from Sympies, you do so at your own risk and you agree that M2Mrgs apps, Inc. will have no liability arising from your use of or access to any third-party website, service or content.

E. Termination

M2Mrgs apps, Inc. may terminate or suspend the license granted to its users at any time, with or without notice, upon violation of these Terms and policies. M2Mrgs apps, Inc. reserves the right to decide whether User Content violates these Terms.

F. Copyright Infringement

If you believe in good faith that information contained in the Service infringes your copyright, please provide us with a written notice. We will review all claims of copyright infringement received and remove content that we deem, in our sole discretion, to have been posted or distributed in violation of any such laws.

G. Indemnification

You hereby agree to indemnify, defend and hold harmless M2Mrgs apps, Inc. , its officers, members, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors and suppliers from and against any and all liability and costs including without limitation, attorney’s fees and costs incurred by M2Mrgs apps, Inc. , its officers, members, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors and suppliers in connection with any actual or alleged claim arising out of: (a) your use of the Service, Content or Site; (b) any breach or alleged breach by you of these Terms, including, without limitation, any false, misleading, inaccurate, or incomplete statements or other information you have provided concerning the origin or ownership of the Content, your Feedback, materials, or other information provided by you, or otherwise relating to these Terms; (c) any use of your Content, your Feedback, materials, or other information you submit to Sympies in connection with the Service; (d) any breach or alleged misappropriation of a third party’s right of privacy or publicity; (e) any damage caused by or alleged to have been caused by you to the Service, Content or Site; (f) any actual or alleged violation or non-compliance by you with any applicable law, rule or regulation; or (g) your interactions with other service users.

You will cooperate as fully required by M2Mrgs apps, Inc. in the defense of any claim. M2Mrgs apps, Inc. reserves the right to assume exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of M2Mrgs apps, Inc. .

H. Disclaimers

The products and all included content are provided on an “as is” basis without warranty of any kind, whether express or implied. M2Mrgs apps, Inc. specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement of third party rights, and any warranties arising out of the course of dealing or usage of trade.

We do not warrant against interference with your enjoyment of the Service, that the functions contained in or services performed by the Service will meet your requirements, that the operation of the Service will be uninterrupted or error-free, that any service will continue to be made available, that defects in the Service will be corrected, or that the Service will be compatible or work with any third party software, applications or third party services.

M2Mrgs apps, Inc. takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our Products. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate, or otherwise unsuited to your purpose.

I. Limitations of Liability

To the extent permitted by law, M2Mrgs apps, Inc. shall not be liable for any indirect, incidental, special, consequential or punitive damages or any loss of profits, or revenues, whether incurred directly or indirectly, or any loss of data, use, good-will or other intangible losses, resulting from (a) the use of or inability to use the Service; (b) the performance of the services and materials available from the Service; (c) any conduct or content of any third party on the products, including without limitation any defamatory, offensive or illegal conduct of other users or third parties; or (d) unauthorized access, use or alteration of your transmissions or content.

You agree that in the event you incur any damages, losses or injuries that arise out of M2Mrgs apps, Inc. acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website, service, property, product or other content owned or controlled by the M2Mrgs apps, Inc. parties, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by the M2Mrgs apps, Inc. parties.

J. Arbitration

For any dispute you have with M2Mrgs apps, Inc. you agree to first contact us and attempt to resolve the dispute with us informally. You agree that disputes between you and M2Mrgs apps, Inc. will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

K. Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with M2Mrgs apps, Inc. must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

L. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with the laws of the Philippines, without regard to any conflict of law provisions. Subject to the terms on arbitration, any dispute arising under this Agreement shall be resolved exclusively by the courts of the country of the Philippines.

Our Service and products are controlled and operated from the Philippines, and we make no representations that they are appropriate or available for use in other locations.

**III. GENERAL TERMS**

A. Assignment

You may not transfer or assign these Terms and any rights and licenses granted hereunder unless the assignment is done by M2Mrgs apps, Inc. which shall be allowed without any restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Entire Agreement, Notice, Waiver, and Severability.

These Terms and Privacy Policy, together constitute the entire agreement between you and M2Mrgs apps, Inc. with respect to the Service, Content and Site (excluding any products, services or features which M2Mrgs apps, Inc. may make available to you under a separate written agreement), and completely supersedes, cancels and replaces any and all other written or oral agreements or understandings previously existing between you and M2Mrgs apps, Inc. with respect to the Service, Content and Site. The failure of M2Mrgs apps, Inc. to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any part of these Terms is held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of these Terms, and the other parts will remain in full force and effect.

C. No Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and M2Mrgs apps, Inc. failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.