

# **MuseFeed Terms and Conditions**

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Please read these Terms and Conditions carefully before using MuseFeed.

## **Acknowledgment**

MuseFeed (also referred to as "Application") is a software program that can be downloaded on an electronic device such as a cellphone or digital tablet. These are the Terms and Conditions (also referred to as "Terms") governing the use of MuseFeed and the agreement that operates between you (the individual accessing or using MuseFeed, or the company or other legal entity on behalf of which such individual is accessing or using MuseFeed, as applicable) and MuseFeed. These Terms and Conditions set out the rights and obligations of all users regarding the use of MuseFeed.

Your access to and use of MuseFeed is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, and others who access or use MuseFeed.

By accessing or using MuseFeed you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions then you may not access MuseFeed.

You represent that you are at least 18 years old. MuseFeed does not permit those under age 18 to use the Application.

Your access to and use of MuseFeed is also conditioned on your acceptance of and compliance with MuseFeed's Privacy Policy. Our Privacy Policy describes MuseFeed's policies and procedures on the collection, use, and disclosure of your personal information when you use the Application.

Access to MuseFeed may be provided by an application store, a digital distribution service operated and developed by Apple Inc. (Apple App Store) via which the Application is downloaded. These Terms are an agreement between you and MuseFeed, and not with Apple. Apple is not responsible for MuseFeed or its content. Usage of MuseFeed may not conflict with the Apple Media Services Terms and Conditions (which you acknowledge you have had the opportunity to review).

The license granted to you for use of MuseFeed is limited to a non-transferable license to use the Application on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services

Terms and Conditions, except that the Application may be accessed and used by other accounts associated with the user via Family Sharing or volume purchasing.

### **Links to Other Websites**

MuseFeed may contain links to third-party websites or services that are not owned or controlled by MuseFeed.

MuseFeed has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that MuseFeed 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 the use of or reliance on any such content, goods, or services available on or through any such websites or services.

### **Content Warning**

MuseFeed displays images from large public catalogs of art and historical images. Images within the Application are from third-party sources and are not reviewed, screened, or curated by MuseFeed.

By agreeing to these Terms, you understand that when using MuseFeed you could encounter imagery that is offensive or upsetting. Images may include the following, or other types, of sensitive content: nudity, violence, death, crime, or imagery relating to discrimination or oppression of communities, such as by race or gender.

Display of images by MuseFeed does not indicate endorsement.

### **Data Usage and Ownership**

The data, including but not limited to images, attribution information, and text descriptions, accessed via MuseFeed are provided by third parties through public application program interfaces ("APIs"). The third parties, not MuseFeed, are solely responsible for the data they provide.

MuseFeed does not guarantee the accuracy, reliability, or completeness of the data, nor does MuseFeed review, endorse, approve, or certify any of the images displayed in the Application.

MuseFeed does not grant or authorize permission to re-use the images it displays. You agree to abide by any terms and conditions imposed by the data sources:

[Art Institute of Chicago](#)

[Metropolitan Museum of Art](#)

[Rijksmuseum](#)

## **Intellectual Property Rights**

MuseFeed does not hold or claim copyright or intellectual property rights for third-party images displayed via the Application.

Many images provided by the APIs are believed to be in the public domain. However, MuseFeed makes no claims regarding the copyright restrictions of the images it displays. It is the sole responsibility of users to identify and obtain any necessary third-party permissions, if any, required to use images for any other purpose outside the Application. You must obtain at your sole expense and based on your sole legal judgment, any copyright or other intellectual property rights from third parties required under local, state, federal, or international law to use any image from MuseFeed.

In the event of an intellectual property claim that the Application or your possession and use of the Application infringes on a third party's intellectual property rights, MuseFeed, not Apple, reserves the right to investigate, defend, settle, and discharge of any such intellectual property infringement claim.

## **Termination**

We may terminate or suspend your access to MuseFeed immediately, without prior notice or liability, for any reason whatsoever. Upon termination, your right to use the Application will cease immediately.

## **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall MuseFeed be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of these Terms), even if MuseFeed has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

MuseFeed, not Apple, is responsible for addressing any claims of a user or any third party relating to MuseFeed or a user's possession and/or use of MuseFeed, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the

above limitations may not apply. In these jurisdictions, each party's liability will be limited to the greatest extent permitted by law.

**"AS IS" and "AS AVAILABLE" Disclaimer**

MuseFeed is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, MuseFeed expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, MuseFeed provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards, or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, MuseFeed nor its provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application or its content are free of viruses, scripts, trojan horses, worms, malware, timebombs, or other harmful components.

Apple has no warranty obligation whatsoever with respect to MuseFeed and will not be responsible for any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.

You acknowledge that MuseFeed is not responsible for providing any maintenance or support services with respect to the Application, and Apple has no obligation whatsoever to furnish any maintenance and support services with respect to MuseFeed.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

**Governing Law**

The laws of the Netherlands, excluding its conflicts of law rules, shall govern this Terms and your use of MuseFeed. Your use of MuseFeed may also be subject to other local, state, national, or international laws.

**Disputes Resolution**

If you have any concern or dispute about MuseFeed, you agree to first try to resolve the dispute informally by contacting MuseFeed.

**For European Union (EU) Users**

If you are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.

**United States Legal Compliance**

You represent and warrant that (i) you are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) you are not listed on any United States government list of prohibited or restricted parties.

**Third-Party Terms of Agreement**

You must comply with applicable third-party terms of agreement (for example, terms of your internet service provider) when using MuseFeed.

**Third-Party Beneficiary**

Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.

**Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

**Translation Interpretation**

These Terms may have been translated. You agree that the original English text shall prevail in the case of a dispute.

**Changes to These Terms and Conditions**

MuseFeed reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, we will let you know via a prominent notice on our service. What constitutes a material change will be determined at MuseFeed's sole discretion.

Changes to these Terms are effective when they are posted on this page. By continuing to access or use MuseFeed after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, in whole or in part, please stop using the Application.

**Contact Us**

If you have any questions about these Terms and Conditions, you can contact us by email: [musefeedcontact@gmail.com](mailto:musefeedcontact@gmail.com)