Terms and Conditions

30 October 2019

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THEM. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE the app “I’m OK, Mom”.

This document contains information explaining your rights to access and use the app “I’m OK, Mom” and constitutes a binding agreement between you and FACEMETRICS.

1. Definitions

* “FACEMETRICS” means FACEMETRICS LIMITED, a company incorporated in Cyprus with registered number HE 383574, located at Ioanni Stylianou, 6, 2nd floor, office 202, 2003 Nicosia, Cyprus.
* “Devices” mean Your and Your family’s mobile devices.
* “App” means mobile app “I’m OK, Mom”, operated by FACEMETRICS, enabling to share the location from the Children’s Devices, as well as sending SOS-SMS from such Devices and containing other features described within the App.
* “Child” means a person whose Device is identified as a child’s Device and whose location is shared with the Parent from his/her family circle.
* “Parent” means a user whose Device is identified as a parent’s Device and who is able to add Child/Children in his/her family circle.
* “Intellectual Property Rights“ mean all copyright and rights in the nature of copyright, design rights, patents, trademarks, database rights, applications for any of the above, moral rights, rights in confidential information, know-how, domain names, future intellectual property rights and any other intellectual or industrial property rights (and any licences in connection with any of the same) whether or not registered or capable of registration and whether subsisting in any part of the world.
* "Services" mean services of providing to You with the App.
* “T&C” mean these Terms and Conditions as varied and amended by Us from time to time at its sole discretion.
* "You" and “Your” relates to you, the user of the App.
* "We", “Our” and “Us” relates to FACEMETRICS and the companies within the same corporate group.

2. Application of these terms

2.1 Acceptance

2.1.1 By using the App, You agree to be bound by these T&C, which shall take effect immediately upon Your first use of the App. If You do not agree to be bound by these T&C, then please do not access or use the App.

2.1.2 You further acknowledge that Your failure to comply with these T&C may result in disqualification and/or legal action against You as deemed appropriate and as more particularly detailed below.

2.2 Prevailing terms

2.2.1 The English language version of these T&C shall be the prevailing version in the event of any discrepancy between any translated versions of these T&C.

2.3 Amendments

2.3.1 You fully understand and agree to be bound by these T&C as amended by Us from time to time. We reserve the right to amend these T&C or any part thereof at any time. If we make such amendment We will place a notice of such change in the App. It is Your responsibility to check these T&C from time to time to ensure that You agree with them and Your continued use of the App will be deemed to be Your acceptance of any amendments to these T&C. If You do not accept these T&C following an amendment, do not start or continue to use the App.

2.3.2 We reserve the right to suspend, discontinue, modify, remove or add any features or functionalities in the App, temporarily or permanently, in its absolute discretion with immediate effect and without an obligation to provide You with notice and We shall not be liable in any way whatsoever for any loss suffered as a consequence or any decision made by Us in this regard.

3. Usage requirements

3.1 To use the main features of the App You need to create an account for Your family circle which includes You and Your Child/Children. Since the Parent creates an account firstly, the Parent is obliged to ensure that the Child/Children from his/her family circle have reviewed and agreed with these T&C.

3.2 Account that You are able to create within the App gives you access to the services and functionality that We may establish and maintain from time to time and in Our sole discretion.

3.3 You may never use another user’s account without permission. When creating Your account, You must provide accurate and complete information. You are solely responsible for the activity that occurs on Your account, and You must keep Your account password secure. We encourage You to use “strong” passwords with your account. We inform you on specific requirements re passwords while You are creating account. You must notify Us immediately of any breach of security or unauthorized use of Your account. We will not be liable for any losses caused by any unauthorized use of Your account.

3.4 You may control the data You provide in connection with Your account by changing relevant settings.

3.5 You can install the App and use its basic functionalities for free, however for usage of certain features We may charge You a certain fee (please see Section 13 of these T&C). Please, note, You are responsible for all device usage charges (including but not limited to data and text messaging charges) that You may incur while using the App.

3.6 We do not guarantee that the App can be used on any particular device or with any particular service plan.

4. Privacy Policy

4.1 We shall treat all the data We receive via the App in accordance with our Privacy Policy, which is the integral part of these T&C.

5. Grant of License / Intellectual Property

5.1 All copyrights, trade secrets, patents, and other Intellectual Property Rights in and to the App, including its interface, design, features and functionality belong to FACEMETRICS or Our respective licensors. You do not gain any rights to the App due to using it.

5.2 Subject to Your compliance with these T&C, We grant You a personal, non-transferable and non-exclusive right to use the App for Your personal, non-commercial use and not for resale or further distribution. Your right to use the App is limited by the terms set forth in these T&C.

5.3 As a part of the Services, FACEMETRICS may make available to You various content via the App, including any logos, trademarks, images and any other content (“Content”). The Content is the property of FACEMETRICS or Our suppliers, and You do not gain any rights to the Content due to using the App. Subject to Your compliance with these T&C, We grant You a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and view the Content available via the App.

5.4 Under no circumstances may You use the Intellectual Property Rights in the App or the Content without the prior written consent of FACEMETRICS and the copyright owner.

5.5 Except as otherwise explicitly provided in these T&C, expressly permitted by applicable law or provided in license terms governing third-party software used within the App, You are not permitted to, and You agree not to permit or authorize others to:

* copy, modify, adapt, reverse engineer, create derivative works from the App, the Content or any part thereof, or any copy, adaptation, transcription, or merged portion of them;
* decode, disassemble, decompile or otherwise translate or convert the App or the Content;
* distribute, publicly display and broadcast the App or the Content;
* sell, transfer, loan, lease, assign, rent, or otherwise sublicense the App, the Content or Your access to the App;
* use the App or the Content for any purpose other than Your personal use;
* remove, alter, or obscure any copyright, trademark, attribution and any other proprietary notices from the App or the Content.

6. Legal use restrictions

6.1 It is Your sole responsibilities to ensure that at all times You comply with the laws that govern You and that You have the complete legal right to use the App.

6.2 You cannot use the App as a Parent unless You are less than 18 years old. You should first obtain a consent from Your Child/Children to install the App on their Devices and use the Services. In general, the Parent is responsible for all activity of the Children added by him/her within the App under his/her account, unless applicable law provides otherwise.

6.3 Any use of the App is at Your sole option, discretion and risk. By using the App, You acknowledge that You do not find the Services to be offensive, objectionable, unfair, or inappropriate in any way.

6.4 As a condition of Your use of the App, You warrant and undertake that You shall not use or access the App for any unlawful purpose under any law that is applicable to You or that is prohibited by or in breach of these T&C. In particular (and in addition to all other representations and warranties set out in these T&C) You warrant as a condition of use of the App that:

* 6.4.1 You are 18 years old or older (being a Parent);
* 6.4.2 You are the owner of the Devices You add under Your account using the App or You have authorisation of the owner of such Devices to install the App on them;
* 6.4.3 You have received all the necessary express consents from users of the Devices (or their parents or lawful guardians, if required) for using the App on such Devices;
* 6.4.4 You do not infringe any third-party rights by using the App on the Devices such third-parties use;
* 6.4.5 You are using the App and Content solely for Your own personal use;
* 6.4.6 You are acting in Your own legal capacity and not on behalf of another person or company;
* 6.4.7 You will not conduct criminal or other unlawful activities through the App and You shall not allow other persons to use the App installed on the Devices for any unlawful activities under any law applicable to You or Us;
* 6.4.8 You will not solicit or in any way seek to obtain any information, including personally identifiable information, relating to other users;
* 6.4.9 You will not intercept or monitor, damage or modify any communication which is not intended for You;
* 6.4.10 You will not upload or distribute any software program, file or data that contains viruses, spiders, robots, worms, trojan-horse or any code or instructions which are corrupted or may negatively affect the operational performance of the App;
* 6.4.11 You will not impact or attempt to impact the availability of the Services, with a denial of service (DOS) or distributed denial of service (DDoS) attack or use the App in a way that could damage, disable, overburden, or impair its functioning;
* 6.4.12 You will not attempt to modify, decompile, reverse-engineer or disassemble the App in any way;
* 6.4.13 You will not initiate and/or engage in surveys, contests, chain letters or post/transmit "junk mail", "spam" or any unsolicited mass dissemination of email against (or relating to) Us or other users;
* 6.4.14 You will not interfere with any other party's use and enjoyment of the App;
* 6.4.15 You will not submit, post, upload or grant Us access to any information or material that infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, or other Intellectual Property Rights;
* 6.4.16 You will not encourage or promote any activity that violates these T&C.

7. Responsibility for use of the App

7.1 You are responsible for enabling location sharing and SOS-SMS sending in the App, in particular for maintaining the confidentiality of such information on Your side, i.e. not disclosing it to third parties.

7.2 You are responsible and liable for all activities that take place through the App installed on Your Devices, whether or not You are the individual who undertakes such activities.

7.3 We will not be liable for any loss that You may incur as a result of someone else using the App installed on Your Devices, either with or without Your knowledge. In addition, You may be held liable for any losses incurred by Us or another party due to someone else using the App installed on Your Devices.

7.4 Location sharing features may not work if the corresponding settings to allow the collection and sharing of information and location information are not enabled on the Device. In addition, the features may not work for a variety of reasons, such as if the Device is not powered on and connected to the wireless service provider’s network (e.g., it will not work if the phone is connected to a wi-fi network), if location services are turned off, if the Service is not being used or is blocked on the device, if the Service, namely the software used as a part of the Service, is not compatible with the Device, etc.

8. Disclaimers and Limitation of Liability

8.1 Under no circumstances, including negligence, shall We be liable for any damages or losses, without limitation, that are deemed or alleged to have resulted from or caused by the Services, including without limitation delays or interruptions in operation or transmission, communications, lines failure, any person's use or misuse of the App or the Content, viruses or bugs in the App, any errors or omissions in the Content, or any loss or damage of any kind incurred as a result of the use of the Content. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND CONTENT ARE PROVIDED TO YOU "AS IS" AND WE PROVIDE YOU WITH NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THEIR QUALITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, FITNESS FOR PURPOSE, COMPLETENESS OR ACCURACY.

8.2 You agree that the Content (incl. any information) displayed via the App is provided for information purposes only and You must evaluate, and bear all risks associated with, the use of such Content, including any reliance on the accuracy, completeness, or usefulness of such Content. We shall not be responsible or liable for any decisions You make based on such Content.

8.3 For the avoidance of doubt, We further disclaim any and all warranties, representations and responsibilities in respect of any aspect of the Services which may be provided by third parties, including but not limited to telecommunication providers, and shall not on any account be liable for any default, breach or inaction of such third party partners.

* To the maximum extent permitted by applicable law, under no circumstances, including negligence, shall We, Our related corporations, shareholders, affiliates, partners, officers, employees and agents be responsible or liable for any damages, losses or expenses, including without limitation direct, indirect, consequential or special damage or economic loss arising from or in connection with Your access, loading, installation or use of the App regardless of whether We have been advised of such a possibility or not. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED EURO (EUR100.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

8.4 You hereby acknowledge and agree that all disclaimers and exclusions of liability contained in these T&C represent a fair and reasonable allocation of the risks and benefits of these T&C, taking all relevant factors into consideration. You further agree that these disclaimers and limitations shall be enforceable to the extent permitted by applicable law.

9. Links to websites

9.1 The App may, from time to time, contain links to websites, which are outside of Our control and are not covered by these T&C. If You access the websites using the links provided, You will have to comply with relevant terms and condition of such websites. We do not accept any responsibility or liability for using the services provided on the websites, which You may access through links contained in the App.

9.2 The operators of these websites may collect information from You, which will be used by them in accordance with their privacy policy, which may differ from Ours. We do not accept any responsibility or liability for these policies. Please check these policies before You submit any information to these websites.

9.3 We are providing the links to websites to You only as a convenience, and the inclusion of any link does not imply endorsement by Us of its operators.

10. Breach of T&C and Indemnity

10.1 Without prejudice to any other rights contained in these T&C, if You breach in whole or in part any provision contained in these T&C We reserve the right to take such action as We see fit, including terminating these T&C, immediately blocking Your access to the App, and/or taking legal action against You.

10.2 You agree to fully indemnify, defend and hold harmless Us and Our shareholders, directors, employees, officers, licensees, licensors, affiliates and subsidiaries from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, however caused, that may arise as a result of:

* Your breach of theses T&C, in whole or in part;
* violation by You of any law or any third party rights, including Intellectual Property Rights;
* use by You of the App or use by any other person accessing Your account, whether or not with Your authorisation.

11. Governing Law

11.1 These T&C and any matters relating hereto shall be governed by, and construed in accordance with, the laws of England and Wales regardless of Your location. Each party irrevocably agrees that the relevant courts of London shall have the exclusive jurisdiction in relation to any claim, dispute, or difference concerning these T&C and any matter arising therefrom and irrevocably waives any right that it may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction. Your use of the App may also be subject to other local, state, national, or international laws.

11.2 We and You each agree that if You are a user of the App located in the United States or Canada, each of We and You may bring disputes against the other only on its or Your own behalf, and not on behalf of any other person or entity, or any class of people. We and You each agree not to participate in a class action, a class-wide arbitration, disputes brought in a private attorney general or representative capacity, or consolidated disputes involving any other person or entity in connection with any dispute.

12. Term and Termination

12.1 These T&C come into force from the moment of Your first use of the App.

12.2 You may terminate these T&C at any time by sending Us a written notice of the termination or You may simply delete the App.

12.3 After termination of these T&C for any reason whatsoever any rights, obligations and/or liabilities accrued before the date of termination shall continue in force until their full completion.

12.4 You acknowledge and agree that We are authorized to block Your access to the App for any violation of these T&C.

12.5 Further, We may, in our sole discretion, terminate these T&C and block Your access to the App with immediate effect at any time by sending a notice to You, unless circumstances dictate that We legally or practically cannot do so. You acknowledge, that We are not obliged to explain You the reasons for terminating these T&C and Your access to the App.

12.6 Upon termination, You shall cease all use of the App, and destroy all copies, full or partial, of the App.

13. Miscellaneous

13.1 You shall not assign, charge or otherwise transfer Your rights and/or obligations under these T&C (or purport to do so) without Our prior written consent. We reserve the right to assign these T&C, in whole or in part, at any time without further notice to You.

13.2 If a provision of these T&C is or become illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

13.3 All provisions of these T&C which by their nature extend beyond the expiration or termination of these T&C, including, without limitation, the sections relating to legal use restrictions, prohibited activities, dispute resolution, will continue to be binding and operate after the termination or expiration of these T&C.

13.4 The headings in these T&C are for reference only and do not affect the construction or interpretation of any provision.

13.5 If We fail or delay the performance of any obligation under these T&C due to the reasons of the occurrence of events which are beyond Our control, including, but not limited to acts of God, government restrictions, wars, insurrections, transmission or system failures, failure or interruption in the provision of telecommunications or broadband services and failure or shortage of power supplies or equipment, such failure or delay does not constitute a breach of these T&C.

13.6 Neither failure nor delay on the part of Us to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

13.7 Nothing in these T&C shall create or confer any rights or other benefits in favour of any third parties not party to these T&C.

13.8 Nothing in these T&C shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between You and Us.

13.9 These T&C constitutes the entire understanding and agreement between Us and You regarding the Services and supersedes any prior agreement, understanding or arrangement between Us and You.

14. Subscription

14.1 We may offer to You the possibility to purchase a premium access subscription, which shall provide You with extended possibilities within the App subject to Your agreement with subscription terms (“Subscription”).

14.2 We will inform You regarding all extended possibilities available under Subscription, as well as the price, term and other details of the relevant Subscription, including its free trial period via the App. You agree that all information that are published within the App constitute an integral part of these T&C.

14.3 Subscription fee will be taken from Your iTunes or Google Play account (“Account”) when You confirm the Subscription.

14.4 Subscription is renewable automatically, unless You cancel it at least 24 hours before the expiry of the current Subscription. Subscription fees shall be taken from Your Account during 24 hours preceding the expiry of the current Subscription. In case Subscription fee cannot be taken from Your Account due to absence of monetary funds, invalidity of credit card or for any other reasons, Your Subscription is automatically cancelled.

14.5 Once You have bought a Subscription, You can manage it and switch off automatic renewal at any time after the purchase in Your Account setting. You cannot cancel Your current Subscription if it has already been activated. Except when required by law, paid Subscription fees are non-refundable.

14.6 We may, in our sole discretion and at any time, modify the Subscription fees. Any Subscription fees change will become effective at the end of the current Subscription period. You will be provided a reasonable prior notice of any change in Subscription fees. If You do not take action to agree to the increase in Subscription fees, Your Subscription shall expire at the end of the current Subscription period.

14.7 You acknowledge and agree that all billing and transaction processes are handled by App Store or Google Play, from whose platform You downloaded the App, and are governed by their terms and conditions. If You have any payment related issues, then You need to contact App Store or Google Play directly.

15. Questions

15.1 Please email Us at [info@facemetrics.io](mailto:info@facemetrics.io) with any questions You have about these T&C.