

# Terms of Service

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using PixelSense (the "Service") operated by Youthpe ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

## **Paid Service**

If you wish to purchase any product or service made available through the Service ("Purchase") , you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

## **A. Billing Policies**

Certain products or services offered on or through the Service may be provided for a fee or other charge. If you elect to purchase

products or services on or through the Service, or to use paid aspects of the Service, you agree to the pricing and payment terms, as we may update them from time to time. We may add new products and services for additional fees and charges, or amend fees and charges for existing products and services, at any time in its sole discretion.

## B. Refunds

Except when required by law, paid Subscription fees are non-refundable. In addition, you may cancel Subscription at any time; however, there are no refunds for cancellation.

## C. Risk of Loss

All financial transactions made in connection with the Service will be processed by a third party in accordance with their respective terms of use, privacy policy, and/or any applicable payment terms and conditions.

## D. Payment Information; Taxes

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

## E. Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). Your subscription begins as soon as your initial payment is processed. You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. At the end of each

Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it.

## **Availability, Errors and Inaccuracies**

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **Copyright Policy**

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to [pixelsense@youthpe.com](mailto:pixelsense@youthpe.com), with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged

Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

## **DMCA Notice and Procedure for Copyright Infringement Claims**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;

a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;

identification of the URL or other specific location on the Service where the material that you claim is infringing is located;

your address, telephone number, and email address;

a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

*This Term of Service was last modified on **October 8, 2022***