

TERMS OF USE

Last Updated: 9th March 2024

The mobile applications and services available in connection with this mobile application (the "App") are made available to you by Bradley Andrew ("Developer", "We") subject to these Terms of Service, including those set forth in the Privacy Policy (the "Terms").

By accessing, using or downloading any materials from the App, you agree to follow and be bound by the Terms, which may be updated by us from time to time without notice to you. You can review the most current version of the Terms at any time here. We and third party providers may make improvements and/or changes in the products, services, mobile applications, features, and prices described in this App at any time without notice. Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages at this App.

The App is not intended for and is not designed to attract children under 13 years of age. If you do not agree with the Terms, please do not use this App. BY CONTINUING TO USE THE APP, YOU ARE INDICATING YOUR AGREEMENT TO THE TERMS AND ALL REVISIONS THEREOF.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the App or any portion thereof with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the App or any portion thereof.

1. Payments, Renewals, and Cancellation

If you opt to make a purchase within Movie Memoirs, be it the initial app purchase, an in-app purchase, or a subscription, the payment will be charged to your Apple ID account upon confirmation. Any recurring payments, like subscriptions, will automatically renew unless cancelled at least 24 hours before the conclusion of the current period. Charges for renewals will be made to your account within 24 hours prior to the end of the active period. You can manage or cancel your subscriptions and any recurring payments by accessing your account settings from the App Store after the transaction.

All transactions are final. The Developer is unable to issue refunds for any charges made to your Apple ID.

2. User Conduct

You accept responsibility for all activities that occur from your device. We endeavour to use reasonable security measures to protect against unauthorised access from within the App. We cannot, however, guarantee absolute security of your Content or the personal information you provide, and we cannot promise that our security measures will prevent third-party "hackers" from illegally accessing the App or its contents. You accept all risks of unauthorised access to the User Data and any other information you provide to us.

You understand that all information, data, text, software, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, available in connection with the App are the sole responsibility of the person from whom such Content originated. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available on the App.

You agree to not use the App to:

- * (a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- * (b) harm minors in any way;
- * (c) impersonate any person or entity, including, but not limited to, the Developer, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- * (d) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- * (e) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- * (f) upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- * (g) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- * (h) interfere with or disrupt the App or servers or networks connected to the App, or disobey any requirements, procedures, policies or regulations of networks connected to the App; and/or
- * (i) intentionally or unintentionally violate any applicable local, state, national or international law. You specifically agree not to access (or attempt to access) the App or the Content through any automated means (including the use of any script, web crawler, robot, spider, or scraper), and that you will not forge or manipulate identifiers in order to disguise the origin of any access (or attempted access) to the App.

You acknowledge, consent and agree that we may access, preserve and disclose your User Data, Payment Method information, and other Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- * (a) comply with legal process;
- * (b) enforce the Terms;
- * (c) respond to claims that any Content violates the rights of third parties;
- * (d) respond to your requests for customer service; or
- * (e) protect the rights, property or personal safety of us, its users and the public.

Subject to the foregoing, we will use reasonable efforts to maintain the confidentiality of your User Data and Payment Method information.

The App is for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell for any commercial purposes any portion of the App, use of the App or access to the App.

3. Electronic Communications

The App may provide you with the ability to send emails or other communications to third party service providers, advertisers, other users, and/or us. You agree to use communication methods available on the App only to send communications and materials related to the subject matter for which we provided the communication method, and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by the Terms. By using any of the communications methods available on the App, you acknowledge and agree that:

* (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties,

* (b) communications sent to or received from third party service providers, advertisers or other third parties are not be endorsed, sponsored or approved by us (unless expressly stated otherwise by the Developer) and

* (c) communications are not pre-reviewed, post-reviewed, screened, archived or otherwise monitored by us in any manner, though we reserve the right to do so at any time at its sole discretion in accordance with the Terms.

You agree that all notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

4. Proprietary Rights

You acknowledge and agree that the App and any necessary software used in connection with the App (if any) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by us or applicable third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the App, the software or Content available on the App (other than Content that you may submit), in whole or in part.

We grant you a personal, non-transferable and non-exclusive right and license to access and use the App; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the App. You agree not to access the App by any means other than through the interface that is provided by us for use in accessing the App.

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We reserve all rights not expressly granted hereunder.

5. Disclaimer of Warranties and Liability

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND CONTENT AVAILABLE IN THE APP ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY.

THE DEVELOPER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THE DEVELOPER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT

:

- * (a) THE SERVICE WILL MEET YOUR REQUIREMENTS;
- * (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
- * (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE;
- * (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND
- * (e) ANY ERRORS IN THE APP WILL BE CORRECTED.

YOU EXPRESSLY AGREE TO RELEASE THE DEVELOPER, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY CONNECTED WITH YOUR ACTIVITIES, AND PROMISE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DAMAGES, OR LOSSES ASSOCIATED WITH YOUR ACTIVITIES.

YOU ALSO AGREE THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH:

- * (a) YOUR USE OR MISUSE OF THE APP,
- * (b) YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE APP,
- * (c) ANY DELAY OR INABILITY TO USE THE APP EXPERIENCED BY YOU,
- * (d) ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, OR CONTENT OBTAINED THROUGH THE APP, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise seek to make available through the App, your use of the App, your connection to the App, your violation of the Terms, or your violation of any rights of another person or entity.

7. Termination

You agree that we may, under certain circumstances and without prior notice, immediately terminate your access to the App. Cause for such termination shall include, but not be limited to:

- * (a) breaches or violations of the Terms or other incorporated agreements or guidelines,
- * (b) requests by law enforcement or other government agencies,
- * (c) a request by you (self-initiated account deletions),
- * (d) discontinuance or material modification to the App (or any portion thereof),
- * (e) unexpected technical or security issues or problems,
- * (f) extended periods of inactivity, and/or
- * (g) nonpayment of any fees owed by you in connection with the App. Termination of your account may include
- * (h) removal of access to all offerings within the App,
- * (i) deletion of your information, files and Content associated with your use of the App, and
- * (j) barring of further use of the App.

Further, you agree that all terminations for cause shall be made in our sole discretion and that we shall not be liable to you or any third party for any termination of your account or access to the App.

8. Applicable Laws

This App is controlled by the Developer from its offices within Australia. We make no representation that the Content in the App or the App are appropriate or available for use in other locations, and access to them from territories where their content or use is illegal is prohibited. Those who choose to access this App from locations outside of Australia do so on their own initiative and are responsible for compliance with applicable local laws.

You may not use or export the Content in violation of Australian export laws and regulations. Any action related to the App, the Content or the Terms shall be governed by Victorian law and controlling Australian federal law, without regard to conflicts of laws thereof. You hereby consent and submit to the exclusive jurisdiction and venue in the state and federal courts located in Melbourne, Victoria for any legal proceedings related to the App or the Terms. If any party hereto brings any suit or action against another for relief, declaratory or otherwise, arising out of these Terms, the prevailing party will have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees. Except to the extent prohibited by applicable law, the parties agree that any claim or cause of action arising out of or related to use of the App or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

9. General

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Developer as a result of the Terms or your use of the App. The Terms constitute the entire agreement between you and the Developer with respect to your use of the App. The failure of us to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of us. We have the right, in its sole discretion, to transfer or assign all or any part of its rights under these Terms and will have the right to delegate or use third party contractors to fulfil its duties and obligations under these Terms and in connection with the App. Our notice to you via email, regular mail, or notices or links on the App shall constitute acceptable notice to you under the Terms. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Section titles and headings in the Terms are for convenience only and have no legal or contractual effect. Any rights not expressly granted herein are reserved.