Terms of Service

Last Revised: September 5th, 2023

Kindly review these Terms of Service ("Terms") in detail. By downloading, accessing, or using the mobile applications, websites, or any other products or services (collectively referred to as "Services") offered by LifeEat and its affiliates ("LifeEat," "we," or "us"), you acknowledge your acceptance and commitment to adhere to these Terms. Should you disagree with these Terms, please refrain from using the Services.

We hold the right to modify or adjust these Terms at our discretion and without prior notice. If amendments are made, we shall duly notify you, either through notifications, notices posted within the Services, or an update of the "Last Updated" date above. Your continued use of the Services post any changes will signify your approval of the updated Terms. We strongly advise you to periodically review the Terms to ensure your comprehension of the terms and conditions governing your use of the Services. In the event you disagree with the revised Terms, it is your responsibility to cease using the Services and delete your LifeEat account.

### Intended Audience

Apart from authorized individuals or entities permitted to establish accounts on behalf of employers or clients, it is explicitly prohibited to create accounts for anyone other than yourself on LifeEat. You also affirm that any information provided during registration and at other instances will be truthful, accurate, current, and complete. Additionally, you agree to update your information to maintain its accuracy.

Using domain names or web URLs in your username requires prior written consent from LifeEat.

It is forbidden to hinder another user's access or enjoyment of the Service, or to encourage or facilitate violations of these Terms or other LifeEat terms. We reserve the right, at our sole discretion, to deny the Services to any individual or entity. Furthermore, we may terminate your access to the Services, in whole or in part, without prior notice and at our sole discretion. We may also block your future access and usage of the Services.

#### Usage Data

By using the LifeEat application, you grant LifeEat permission to collect data about your interaction with the application and your usage of it. You also agree to allow LifeEat to collect specific information from your device. For instance, if you utilize our "Find LifeEat" feature, you agree to allow LifeEat access to your device's address book and to upload data to our servers to sync your contacts and identify which of your friends are existing LifeEat users. For detailed information about the data we gather from you and your device, as well as LifeEat's privacy practices, kindly refer to our privacy policy.

# **Data Charges**

You acknowledge responsibility for all data charges incurred due to your usage of the Service.

### **User-Generated Content**

The Services encompass interactive features that enable users to generate, post, transmit, and store content, including but not limited to data, information, usernames, audio, sounds, musical compositions, works of authorship, applications, photos, videos, text, graphics, items, or other materials (collectively termed as "User-Generated Content"). Understand that your User-Generated Content may be viewable by others, and you possess the means to manage access to such content through adjustments in your privacy settings, which may be updated periodically.

You are solely liable for your User-Generated Content, and LifeEat assumes no responsibility or liability for any User-Generated Content. Although not obligated, we retain the right to review, monitor, screen, and delete User-Generated Content at our discretion and for any reason.

You are prohibited from sending violent, nude, partially nude, discriminatory, illegal, infringing, hateful, pornographic, or sexually suggestive videos or content via the Service. Moreover, you are exclusively accountable for the potential negative consequences, such as harmful, destructive, violent, sexual, discriminatory, illegal, hateful, pornographic, or hazardous outcomes that your User-Generated Content might trigger.

You retain ownership rights to your User-Generated Content. However, by submitting User-Generated Content to LifeEat, you grant us a nonexclusive, global, royalty-free, sublicensable, and transferable license to employ, reproduce, modify, adapt, publish, create derivative works from, distribute, perform, and display such User-Generated Content in association with the Services. This is subject to your utilization of privacy settings within the Services to control the visibility of your User-Generated Content.

# Feedback

Feedback, suggestions, ideas, or other materials regarding LifeEat or the Services provided by you, whether via email or alternative methods ("Feedback"), are non-confidential and become the exclusive property of LifeEat. We are entitled to use and distribute Feedback without limitations for any purpose, commercial or otherwise, without acknowledging or compensating you. You relinquish any rights, including copyrights or moral rights, to the Feedback. Although we value user input, refrain from sharing ideas if you anticipate compensation or continued ownership of your ideas.

# LifeEat Content

All materials contained within the Services, including text, graphics, images, code, illustrations, designs, icons, photographs, video clips, and written and other materials (collectively termed as "LifeEat Content"), as well as their arrangement, are protected by copyright, trademark, trade dress, patent, and

other intellectual property laws. Unauthorized utilization of LifeEat Content may infringe these laws and the present Terms.

Except as explicitly stated in these Terms, LifeEat does not grant any express or implied rights to use LifeEat Content. You agree not to copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, sell, or participate in any sale, rent, lease, assignment, distribution, licensing, sublicensing, or exploitation of LifeEat Content, the Services, or related software, unless expressly permitted by these Terms.

A limited, nonexclusive, non-sublicensable license is granted to access and use the Services and LifeEat Content. This license is revocable and subject to these Terms. It does not encompass the distribution, public performance, or public display of LifeEat Content; the creation of derivative uses of the Services or LifeEat Content; the use of scraping, data mining, robots, or similar data extraction methods; downloading any portion of the Services or LifeEat Content; or any utilization of the Services or LifeEat Content other than for their intended purposes.

Any use of the Services or LifeEat Content not explicitly authorized by these Terms, without prior written consent from LifeEat, is strictly prohibited and will terminate the granted license to use LifeEat Content.

# **Prohibited Activities**

In addition to other restrictions outlined in these Terms, you agree not to:

- Utilize the Services for unlawful purposes, beyond their intended scope, or in violation of these Terms.
- Interfere with the Services, thereby negatively affecting other users or disrupting their enjoyment.
- Compromise the Services' security.
- Dispatch unsolicited or unauthorized advertising, spam, solicitations, or promotional materials.
- Access the Services using unauthorized means or interfaces not provided by us.
- Attempt to reverse engineer the Services or bypass protective measures.
- Use another user's account without authorization.
- Engage in any form of harassment, intimidation, or stalking.
- Impersonate any person or entity or misrepresent affiliations.
- Infringe on the rights of others, including intellectual property rights.
- Engage in any illegal or unauthorized activities.
- Violate third-party terms when posting reviews of LifeEat.
- Post LifeEat usernames in app store reviews, which is strictly prohibited and could result in account deletion.

## **Account Security**

Upon creating a LifeEat account, you bear

full responsibility for activities conducted while logged into your account. Safeguard your password and ensure its security. Sharing your password or compromising your account's security is prohibited.

## Service Modifications

We maintain the prerogative to modify or terminate the Services, or any parts thereof, temporarily or permanently, without prior notice. You acknowledge that we shall not be held accountable for any modification, suspension, or termination of the Services or their components.

# Copyright Policy

LifeEat respects intellectual property rights. According to the Danish E-commerce Act, we adopt a policy of restricting access to or removing content that infringes on third-party intellectual property rights. We may, at our discretion, terminate the accounts of users who are repeatedly deemed infringers.

Should you believe that content on the Services infringes upon your intellectual property rights, you can submit a notice of infringement to info@LifeEat.one.

### Disclaimer

The Services and LifeEat Content are provided "as is" without any warranties, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. While LifeEat endeavors to ensure a positive user experience, we do not guarantee that the Services will always be secure, error-free, or free from delays, disruptions, or imperfections. By accessing or using the Service, you assert that your activities comply with the law in every jurisdiction where you access or use the Service.

LifeEat and its parties do not endorse content and disclaim any responsibility or liability for any loss, damage, injury, claim, or cause of action arising from or related to any content.

### International Users

The Services are hosted in Denmark. If you access the Services from regions with data protection laws differing from Danish law, such as the United States or Asia, you consent to transferring your personal information to Denmark and agree to Danish law governing the Services.

# **Disputes**

- 1) İndemnification: By accepting these Terms, you agree to indemnify and hold harmless LifeEat, its officers, agents, employees, affiliates, licensors, and suppliers (collectively referred to as "LifeEat Parties") from complaints, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) stemming from your use of the Services, your User-Generated Content, your violation of these Terms, or your infringement of others' rights.
- 2) Limitation of Liability: Subject to legal limitations, LifeEat and the LifeEat Parties shall not be liable for indirect, special, punitive, incidental, exemplary,

or consequential damages arising from the use of the Services, provision of the Services, or the conduct of other users. Your total recourse against LifeEat for dissatisfaction with the Services or content is to cease usage.

# Applicable Law

Any dispute with LifeEat will be governed by these Terms and Danish law. These Terms prevail over any prior agreements and constitute the entire agreement between you and LifeEat.

Questions and Comments Feel free to contact LifeEat with questions, concerns, or suggestions.

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