

Terms of Use

Before you start using the services provided by the application MYBABYMY, we kindly ask you to familiarize yourself with the terms and conditions of use listed below. These terms and conditions set the rules of the usage of the services and software that application MYBABYMY provides.

Legal

By accepting the terms of this agreement, you are confirming that you are at least 14 years old and that you possess the legal right to sign this agreement. Besides that, if you input any information into this application, you state and guarantee that you are a parent or a lawful guardian of the subject, or you are allowed by a parent or a lawful guardian of the subject, to upload information about that subject.

Accepting the Terms

MYBABYMY provides services via our iPhone application. By using our application, you accept the following terms and conditions ("Terms of Use"). These terms constitute a full-on agreement between you and MYBABYMY. If you do not understand or agree with the Terms, we kindly ask you to refrain from using the app and/or registering. If you have any enquiries regarding the Terms, kindly let us know by e-mail. When you finish the registration process and while using any MYBABYMY service you accept all terms and conditions. You may use the application MYBABYMY as long as you abide by the present Terms and rules of use.

MYBABYMY retains the right to introduce amendments to the Terms of Use at its own will, and any amendments come into force right after being published.

Confidentiality

Please familiarize yourself with our Confidentiality Policy to obtain information about us collecting and using your personal data.

Usage of Services. Registration.

You have to register in the application in order to become a user of the service.

In the course of the registration process, you will be offered to choose a password and a verified and active e-mail address. As part of the registration process, you must provide us with the precise, complete and up-to-date information. Non-fulfillment of this request shall be considered a violation of these Terms of Use. You do NOT have the right to: (1) deliberately and knowingly posing as another person; (2) using other persons' usernames (e-mail addresses) and

passwords without permission; (3) using usernames that we, in accordance with our own judgement, consider offensive or otherwise inappropriate.

We retain the right, in accordance with these Terms, refuse to provide services to any person for any reason at any time.

Safety and Liability

You are responsible for using all functions and services of the application. You may not tell or otherwise communicate your password to other people for any purpose, including allowing access of third parties to your account in MYBABYMY. You are responsible for storing your confidential information including your password. Kindly note that you will never need to disclose your password to the representatives or agents of MYBABYMY. You agree to notify us by e-mail (mybabymy.app@gmail.com) about any known and/or supposed/hypothetical cases of unauthorized use of your account, username (e-mail address), password, or any other actions that compromise your account's security.

You agree and are obligated to non-committing of the following actions in the application:

1. Using the application for any unlawful purposes.
2. Uploading, posting, transferring files and materials that are inappropriate, blasphemous, pornographic, unlawful, threatening, offensive, malicious, defaming, vulgar, propagating racism, fanaticism, hate, or propagating the infliction of damage to any group of people or any individual.
3. Uploading, posting, transferring materials that provide information about committing an unlawful act. For example, information about creating or obtaining weapons or information about creating viruses.
4. Uploading, posting, transferring materials that violate copyright(s), trademark(s), patent(s) or other intellectual property or moral rights of any person, including materials that constitute an interference or violation of any other person's personal life.
5. Uploading, posting, transferring materials that facilitate plagiarizing other persons' copyrighted work(s). This includes pirated software, music or links to these materials.
6. Actions that may cause harm to underage persons in any form. This includes uploading, posting or transferring materials that violate laws on child pornography, sexual exploitation of children and laws that prohibit pictures of minors participating in any sexual acts.
7. Any actions directed at concealing/hiding content.
8. Uploading, posting, transferring that may do damage or cause any harm to our or any other computer system.
9. Any actions directed at undesired information transfer, including mass mailings and any form of spam.
10. Using information that may confuse or deceive, and false information.
11. Any commercial purpose actions.
12. Pose as another person or organization or otherwise distort or obscure your connection to a person or an enterprise.
13. Providing any type of support or resources to any organization(s) marked by the United States government as terrorist groups in accordance with Chapter 219 of the immigration and citizenship law.

In case of committing any of the actions listed above or any other violation of the rules by any other user you surrender your right to compensation, independent from us or the actions of any third parties.

You accept that:

1. You are fully liable for the materials that you send, publish, demonstrate, upload or transfer.
2. You will not intervene or disrupt the functioning of the service, networks, equipment or servers. You will not violate any requirements, procedures, policy or rules that apply to this application.
3. You will not upload or post information that is false or deceptive, or information that hides or obscures you as an individual, or information that we do not have a right to announce.
4. You will not use e-mail addresses provided by us or our partners to create spam.

User Content

All information, data, text, pictures, videos, music, messages and other materials that you or other users send, upload, transfer, or otherwise introduce into the application or services (here and onwards – „user content“) is the exclusive and sole responsibility of the person who supplies this content into the application. You are fully liable for all user content that you upload, transfer, send or otherwise make accessible using our services and applications. We do not track or control user content and are not responsible for it.

We shall make changes to the User Content: change extensions of pictures and video files, and introduce any other changes we deem appropriate.

We do not assume, claim or guarantee the accuracy or factuality of user content. You agree to surrender, and by this agreement surrender the right to any legal or subjective claims, rights or means of legal defence that you may have or that may emerge against us regarding user content. You acknowledge that you rely on user content at your own risk.

We retain the right (but not an obligation) to remove or refuse to distribute any content or materials created by users if user content in question violates these terms of use. We also retain the right to access, read, save and disclose any information that we have reasonable grounds to consider necessary for (a) fulfilling the demands of present laws, directives or requirements of legal processes or government enquiries; (b) abiding by these terms and conditions, including investigating potential federal law violations; (c) discovery, prevention and barring of fraud and security breaches.

Our Materials

Our application, our services, are protected by the copyright and trademark laws, as well as other laws of the United States of America, Russian Federation, and other states. These Terms do not present you with any ownership rights or other claims to other users' materials as well as trademarks, logos, designs, source code.

Copyright

We respect other parties' rights to intellectual property and expect the same from you. Third-party music and other content is used in the application under the Creative Commons license. We take appropriate measures when we receive messages about copyright violations if such a notification is delivered lawfully. We retain the right to remove or block the content that were reported as violating copyright, as well as remove the account of the user who is reported repeatedly as a copyright violator.

Paid Accounts

You may remove the partial limitations on the upload volume of your materials and add a cloud storage function to your account, hence making your account a "Paid account," which is marked "Pro" in the application. We will automatically bill you once the next payment cycle starts, beginning from the day of your paid subscription and ending once the subscription is cancelled. You are responsible for paying off all the appropriate taxes, and we shall withhold taxes if necessary.

The paid amounts are not subject to refund. You may cancel your MYBABYMY paid subscription at any moment but the money that you paid will not be refunded. We are not responsible for any data loss or any errors in the application and other services. All the clauses of this Agreement apply equally to all users, including the ones with the Paid Accounts.

Your Paid Account shall be functional as long as you do not cancel the subscription or remove the account in accordance with these Terms. In the case of non-payment of Paid Account fees in a timely fashion we retain the right to remove all materials and set the limitations back up.

We may at our own will change the current fees.

The Availability of the Service

We provide the service 24 hours a day, 7 days a week. However, there may be cases when the application's functionality is temporarily switched off for maintenance, correction of critical errors or at the fault of the telecommunication systems or equipment, or as a result of other circumstances that are out of our control. We are not responsible for the possible consequences of such failures or blackouts.

Every now and then we may add new features to the application or delete the existing functions without notifying users. You consent to the fact that MYBABYMY is not responsible to you for any changes, suspension or termination of services.

MYBABYMY is not responsible for any losses of the data that you use or upload into the application.

You access to MYBABYMY and use this Application at your own risk. We shall not be responsible for any harm done to your equipment, any data loss or any other damage done as a result of you accessing MYBABYMY.

MYBABYMY provides services "as is," without any guarantees of any kind.

If you have questions about these Terms, we ask you to kindly direct them to us at mybabymy.app@gmail.com.