

The funEvent App Terms of Use

1. GENERAL TERMS/ ABOUT US

1.1 The funEvent PHOTO BOOTH App and the funEvent SHARE App have been created with the aim to provide a photo booth solution for Android devices. The Software may be described as a cloud-based photo booth platform by which the customer may create, run and monitor photo booth campaigns for all sort of events and occasions on Android devices.

1.2 Different features are provided in accordance with the Subscription Plan chosen, which are stated in detail on the website <https://www.funEventApp.com>

1.3 These terms regulate the access and use of the funEvent PHOTO BOOTH App, the funEvent SHARE App, the funEventApp.com website, the funEventApp online control panel and any related service or feature in connection. These funEvent App services are operated by Social Media Platform SL, Tax ID ESB87490512, located in Paseo de la Castellana 188, 28046 Madrid, Spain. E-mail: info@funEventApp.com

1.4 Through this agreement, the terms 'WE', 'US' and 'OUR' are related to Social Media Platform SL or the funEventApp Website, including all information and services provided by Social Media Platform S.L. to 'YOU', the 'CUSTOMER' or 'USER'.

1.5 We recommend printing or otherwise storing the version of these Terms of Use applicable on the date of the registration as we may change the Terms in the future and do not make the previous versions available on our website.

1.6 By using the funEvent App services you agree to be bound by the following legal terms:

2. USE OF THE WEBSITE

2.1 You will be subject to the Policies and Conditions of use in force at the time that you use the funEvent App services.

2.2 We reserve the right to make changes to any Services, policies, terms and conditions at any time.

2.3 If any of these Conditions of use is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

2.4 The use of our site is only allowed for content browsing and purchases. By no means, the content may be copied, reproduced or published unless we grant permission to do so for specific purposes.

2.5 By the Customer's purchase order or by the explicit acceptance of the funEvent App services, whichever occurs first, the CUSTOMER is agreeing on our Terms and Conditions of Use.

2.6 Since we produce software in constant evolution updating, the Terms and Conditions of Use are also made as a result. It is the Customer's responsibility to be aware of the Terms and Conditions as current, from time to time.

3. USE of the funEvent APPs and WEBSITE

3.1 The Customer may not re-engineer or manipulate the funEvent Apps or our Website in any way to gain free events or access any paid funEvent App services for free unless we grant authorization to do so.

3.2 In the event that the CUSTOMER fails to comply with this obligation WE reserve the right to use the legal resources available to obtain compensation against any loss or damage as a result of the CUSTOMER breach of this clause.

4. LICENSE USE

4.1 The funEvent Apps grant the CUSTOMER access to the funEvent Apps service with the understanding that such service does not constitute a sale. We offer a revocable, limited, non-transferable and non-exclusive License to use our Software for Android devices, for a limited period of time.

4.2 To use our funEvent Apps service, you must have the legal capacity to do so you must be at least 18 years of age.

4.3 You may not access the funEventApp services if you are a competitor of eventoDivertido or you have been previously suspended or removed from our funEvent App Services or to monitor the availability, performance or functionality of the funEvent App Services or for other benchmarking or competitive purposes.

If you operate our funEvent Apps Service at any event or occasion you shall ensure that any end-user is at least 16 years of age and eligible to use the funEventApp Service in accordance with these Terms and all applicable laws, rules and regulations.

5. CUSTOMER IDENTIFICATION AND REGISTRATION

5.1 By placing an order, the CUSTOMER will provide a combination of Username and Password and will be responsible for the use of Customer Identification and of taking security measures to ensure its use by authorized personnel and for legitimate purposes. We will not be liable for any failure by you to protect the confidentiality of your Access Data, including any loss or damage incurred as a result of such failure.

5.2 The Customer agrees that the funEvent Apps relies on the Customer Identification in order to deliver the service order and payments as a result of such order.

5.3 Your submission of personal information through our website is governed by our Privacy Policy.

5.4 Once we accept the Customer's order for the funEvent App service you will receive an e-mail confirming your registration.

6. FREE TRIAL

6.1 New customers are entitled to a free trial period within which each image will contain a Watermark. Over this period, we do not ask for credit card details.

6.2 Free trial period will end at the moment the Customer signs up for a paid subscription.

7. PRICING AND ORDER SPECIFICATIONS

7.1 The features included in any Photo Booth App plan as well as the price of each of them is listed in the funEvent Website. All prices are stated in US Dollars and transactions will be made in US dollars. All fees are exclusive of all taxes, levies or duties applicable under any applicable law, unless otherwise stated herein. The CUSTOMER is solely responsible for the payment of such taxes, levies or duties.

7.2 The action of choosing a Subscription plan is made by completing the respective Purchase form after log in to the funEvent online Control Panel. A confirmation e-mail and invoice will be provided after we receive full payment and the Plan order is processed.

7.3 Prices for our services are subject to change without notice. We reserve the right to modify the service (or any part or content thereof) at any time without notice. You are free to choose another plan at any time.

7.4 We shall not be liable to you or to any third-party for any price change or modification of the service.

7.5 The Customer shall be responsible for the accuracy of the terms of any order submitted to the funEvent App.

7.6 The Customer have the right to cancel an order at any time but fees paid for the service requested will not be refunded.

7.7 Fees for the subscription plan must be payable in advance.

7.8 We reserve the right to cancel any order placed by the Customer at any time.

8. GALLERY/DATA STORAGE

8.1 The Customer acknowledges and agrees, that we can keep guests' images data available for a maximum period of ONE MONTH from the event date.

8.2 After this time, the CUSTOMER agrees that we are permitted to delete any images or all sort of data content gathered from such event.

8.3 All personal data regarding End-users (“End-user Personal Data”) will be processed by the CUSTOMER on their own devices. We will not store any personal data except the images uploaded to the event Gallery, for a maximum period of ONE MONTH from the event date.

9. SERVICE LIABILITY

Target availability: we will use reasonable efforts to make the Service available with an uptime of at least 99% of each calendar month (“Target availability”). Exclusions: the calculation of uptime will not include unavailability due to: use of the Service by the customer in a manner not authorized in our Terms and Conditions; general internet problems, force majeure events or other factors outside of our reasonable control such as customer’s equipment malfunctioning, software and/or network connections; third party systems, acts or omissions; scheduled maintenance or reasonable emergency maintenance.

Scheduled Maintenance: “Scheduled Maintenance” means our scheduled routine maintenance of the Services for which we notify Customers at least 48 hours in advance. Scheduled Maintenance will not exceed 6 hours per month. We typically perform Scheduled Maintenance once per month.

Compensation for failure to meet “Target availability”: if there is a verified failure of our service to meet “Target availability” in two consecutive months, the Customer has the right to terminate the applicable subscription by sending written notice of termination within 30 days after the end of the second month, in which case we will refund any pre-paid fees for the use of the Service for the terminated portion of the applicable billing cycle. This termination and refund right are a sole and exclusive compensation to the Customer as a result of our failure to meet the “Target availability”.

10. CONTENT

Our Service enables you and your End-users to create, view and transmit (e.g. to an email-address or to our web application) certain information – e.g. photos, GIFs, videos, text (“content”). You are responsible to ensure that:

- you own all transmitted or displayed content or you have the right to use it and grant us the rights and license as provided within these Terms when the Content is transmitted or displayed
- The transmitting or displaying of any of your End-user’s Content on or through the funEvent Services do not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or organization,
- You are responsible to inform us in any case where an End-user withdraws its consent to the use of the Content; and
- Content transmitted or displayed by you or your End-users does not contain any viruses, adware, spyware, worms, or other malicious code.

You are solely responsible for any content transmitted by you or your End-users’ use of our funEvent Service and Android Apps. We cannot and do not regularly monitor Content

uploaded to the funEvent Service. By providing you and your End-users with the ability to create, view and distribute user-generated content, we are only acting as a passive entity for that purpose and do not have any obligation or liability related to any Content transmitted or displayed by you or your End-users. We expressly disclaim any and all liability in connection with any and all Content transmitted or displayed by you or your End-users using our Service.

If notified by a Client, End-user or any other person about content that allegedly infringe these Terms, we may investigate the allegation. If Content is illegal or violates any rights of third parties or if there are reasonable grounds for such illegality or violation, we are entitled to suspend the funEvent Services with regard to such Content and/or to remove such Content. Reasonable grounds exist in particular if we receive an order by a court, an administrative authority or any other public body or if we and/or the Client receives a warning letter by a third party based on an alleged illegality or violation that cannot be defended by the Client.

We will notify you on any suspension and removal. After such notification, we will coordinate with you the next steps to follow.

11. PROHIBITED CONDUCT

When using our funEvent Service you agree that you will ensure that you or your End-users will not:

- Use the funEvent Service in any manner that infringes, violates or misappropriates any third party's intellectual property or proprietary rights.
- Provide false or inaccurate content.
- Upload or transmit to or through the funEvent Service: pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content.
- Use the funEvent Service in any manner that is harmful to minors.
- Impersonate any person or business entity or misrepresent your affiliation with a person or entity.
- Send junk email or spam to End-users of our funEvent Service.
- Hack, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of our funEvent Service.
- Use scraping, bots or other software to aggregate or browse our content.
- Defame anyone or breach any laws by using the funEvent Service.

12. TERMINATION

We may terminate your account or our provision of our funEvent Service to you with two (2) weeks prior notice to the end of each month. The termination notice will be sent to the e-mail address used by you as part of your Access Data. We will not be liable for any damages, costs, expenses or loss of content as a result of any termination towards you or any third party, except that we will re-pay you any non-consumed fees paid in advance for the period following the effective date of the termination.

You may terminate your use of our funEvent Service and your funEvent account at any time. If you wish to do so, you may simply send an email to us and discontinue using the funEvent Service. Any fees already paid before your termination are non-refundable.

13. DISCLAIMER OF WARRANTIES

We will provide the funEvent Service with the reasonable care of an ordinary business man, but we do not warrant any specific commercial objectives or other results (e.g. a certain number of End-users, a certain number of Content or a certain amount of attention) to be achieved by using our funEvent Service.

We do not guarantee that the funEvent Service will be error free, accurate, reliable, complete or accessible at all times. In particular, maintenance times will not be considered to be a defect.

14. INTELLECTUAL PROPERTY RIGHTS

Our service, data, visual interfaces, graphics, designs, computer code, trade names and trademarks (“Material”), and any parts or elements thereof are solely and exclusively owned and operated by Social Media Platform S.L. and its licensors. Any commercial or promotional distribution, publishing or exploitation of these Materials is strictly prohibited unless you have received the express prior written permission from Social Media Platform S.L. or the otherwise applicable rights holder. We reserve all rights on funEvent Services and Materials.

15. FORCE MAJEURE

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms for the time and to the extent that is caused by an event of Force Majeure. Force Majeure is an external event, caused from the outside by elementary natural forces or by actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless with economically bearable means even by utmost care reasonably to be expected in the circumstances and which business undertakings do not have to accept because of its frequency, such as war, threats of war and natural disasters.

16. MISCELLANEOUS

Changes: We may modify or update these Terms at any time with effect for the future. We will send you an email with information on the new Terms requesting your acceptance to the changes. If you do not object to the changes within two (2) weeks after your receipt of our e-mail with the changed Terms, it is deemed that you have accepted the changes, provided that we have especially drawn your attention to the intended significance of your failure to object in the e-mail with which we inform you on the changes. This does not apply in case one of our fundamental contractual obligations is changed to your detriment. In such case, your explicit consent is required for any changes.

Notices: We may provide you with notices, including those regarding changes to these Terms, by e-mail.

Notice will be deemed given 24 hours after the e-mail is sent, unless we are notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the funEvent Service. In such case, notice will be deemed given three days after the date of mailing.

Ability to Contract. You hereby affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms.

Waiver: The failure of Social Media Platform S.L. to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Social Media Platform S.L.

Severability: If any of these terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, that term will to that extent be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

Assignment: You are not allowed to assign any of these Terms or any rights or obligations thereunder. Any attempted transfer or assignment in violation thereof shall be null and void. Social Media Platform S.L. is allowed at its sole discretion to assign any of its rights under these Terms as well as the contractual relationship with the Client to any third party. If the contractual relationship as a whole is assigned to a third party, Social Media Platform S.L. will inform the Client on such assignment. The Client is entitled to terminate the contractual relationship without notice period.

Headings: The heading references herein are for convenience only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

Survival: Upon termination of these Terms, any provision which, by its nature or express terms should survive, shall survive such termination or expiration.

17. ENTIRE AGREEMENT

These terms and conditions of use and any policies posted by us on this site constitutes the entire agreement and understanding between the Customer and the funEvent App which governs your use of the Software Service.

18. APPLICABLE LAW

These Terms and Conditions of Service and any separate agreements whereby we provide services to the Customer shall be governed by and construed in accordance with the Laws of Spain. The place of fulfillment is Madrid, Spain.

19. CONTACT INFORMATION

Any questions about the Terms of Use should be sent to us at: info@funEventApp.com

This Privacy Policy is effective as of May 17th 2019; we reserve the right to update it at any time. If we make any changes, we will notify you by e-mail or by means of a notice on this site.