



Terms of Service

Effective Date: 15 August 2022

Please read these Terms of Use carefully because they govern your access and use of Love My Eyes. If you do not agree with one or more provisions of this document, you should not use Love My Eyes.

1. General information

1. These Terms of Service (the "**Terms**") constitute a legally binding agreement between PinStudios MB ("**we**", "**us**", and "**our**") registered in Vilnius, Lithuania, Architektų str. 37-84, Company ID number is 303048544, and an individual user or an entity ("**you**" and "**your**") accessing or using the desktop and mobile applications Love My Eyes (collectively, "**Love My Eyes**").
2. **License to use Love My Eyes.** We grant you a worldwide, personal, revocable, non-exclusive, non-transferable, and limited license to use Love My Eyes pursuant to these Terms.
3. **Disclaimer.** Although we regularly monitor the information available on Love My Eyes, we cannot guarantee the accuracy, reliability, currency, relevance, and completeness of all information available.
4. **Third-party links.** Love My Eyes may contain links to websites, applications, and other online sources owned and operated by third parties. We are not responsible or liable in any manner for the content of such third-party links, information, and advertisements, as well as the security and privacy practices deployed by the operators of the third-party websites. Please exercise your due diligence before clicking on any of such third-party links or advertisements.
5. **Support.** Any general requests for customer support should be addressed to us by email at info@pinstudios.com.
6. **Fees.** A part of the services provided through Love My Eyes is subject to the subscription fees (the "**Fees**"). The Fees remain valid as long as they are indicated on the relevant app store. The Fees are subject to a change without prior notice. Unless stated otherwise, the Fees include all applicable taxes, levies, or duties imposed by taxing authorities.
7. **Payment processing.** All payments related to Love My Eyes, including the Fees, are processed by third-party payment processor Apple (the "**Processors**"). The Processors are solely responsible for handling your payments. We do not collect or process any payments related to Love My Eyes. You agree not to hold us liable for payments that do not reach us because you have quoted incorrect payment information or the Processors refused the payment for any other reason. Please note that the Processors may collect some personal data from you, which will allow them to make the payments requested by you (e.g., your name, credit card details, payment account information, or any other required personal data). The Processors handle all the steps in the payment process on their websites, including data collection and data processing; please refer to their respective policies for more information.
8. **Trial period.** You may be offered a trial period by an app marketplace from which you buy Love My Eyes. For further details, please refer to your chosen marketplace.
9. **Refunds.** We do not issue refunds for the Fees paid. For individual app marketplaces' refund policies, please refer to their websites.
10. **Privacy and other relevant terms.** The document that includes important provisions regarding your use of Love My Eyes should be read and interpreted together with these Terms is our [Privacy Policy](#).

2. General information

1. **Our content.** Most of the content available on Love My Eyes, including all information, source code, data, logos, marks, designs, graphics, pictures, video files, sound files, illustrations, graphics, and similar (collectively, "**Our Content**") is owned by us, our partners, agents, licensors, vendors, and/or other content providers. Our content is protected by applicable intellectual property laws and international treaties. You are not allowed, without obtaining prior written authorization from us, to copy, distribute, make available, disassemble, make alterations, decompile, reverse engineer, translate, adapt, rent, loan, use, lease, or attempt to grant other rights to Our Content to third parties, or use any manual or automated means to scrape any content available on Love My Eyes.



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2. **Our brand.** You may not use the brand, the word, or figurative trademarks associated with Love My Eyes or third-party trademarks without the prior consent of a trademark owner. You are not allowed to use such brands and trademarks in any way that suggests that we sponsor, endorse, or associate with you without obtaining prior written consent from us.
3. **Third-party intellectual property.** Some of the intellectual property assets, such as third-party trademarks, featured on Love My Eyes may be owned by other third parties. Such third-party intellectual property does not belong to us, and it remains the property of the respective third-party proprietors.
4. **Copyright infringement claims.** If you have any grounds to believe that any content available on the Love My Eyes violates your or a third party's intellectual property rights, please contact us and express your concerns or request to remove the allegedly infringing content. We will reply to your copyright infringement claim as soon as possible but no later than two weeks. Before sending your claim to us, please make sure that you sign it and include information that would allow us to locate the allegedly infringing content.

3. Acceptable use policy

1. When using Love My eyes, you are required to follow our acceptable use policy outlined in this Section 3. Please be advised that we work closely with law enforcement, and we report any inappropriate content that may infringe applicable laws. You are not permitted to use Love My Eyes or the Website in any manner that substitutes or contributes to the following activities (the list is representative and not exhaustive):
 - a. Any unlawful activity, including violation of any laws, statutes, ordinances, or regulations;
 - b. Any unauthorized access to machines, programs, data, or committing any other forms of cyber offenses;
 - c. Fraud;
 - d. Provision of false, inaccurate, or misleading information;
 - e. Spreading of malware (e.g., viruses, worms, Trojan horses), spam, and other illegal messaging;
 - f. Spreading ethnically, racially, or otherwise objectionable information;
 - g. Spreading sexually explicit, libelous, harassing, defamatory, abusive, profane, vulgar, threatening, hateful, obscene behavior and terrorism-related content;
 - h. Copying, distributing, renting, reselling, modifying, compromising, damaging, disabling, impairing, and overburdening Love My Eyes;
 - i. Interfering with or abusing other users of Love My Eyes; Using bots, scripts, and other automated methods; and
 - j. Collecting and disclosing any information about other users of Love My Eyes.

4. Availability and force majeure

1. We put reasonable efforts to ensure that Love My Eyes is always accessible to you. However, the availability may be affected by factors, which we cannot control, such as bandwidth problems, equipment failure, acts and omissions of third-parties, or force majeure events, including, but not limited to: acts of God; strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes and interruptions; shortage of supply, breakdowns, loss or malfunctions of utilities and communications or computer (software and hardware) services. We take no responsibility for the unavailability of Love My eyes caused by such factors.

5. Disclaimer of warranties

1. We provide Love My Eyes on "as available", "as is", and "with all faults" basis. To the extent permitted by the applicable law, we do not make any representations or warranties about the reliability, suitability, and accuracy, for any purpose, of Love My Eyes, any content featured on Love



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My Eyes, whether provided by us or by third parties, and hereby disclaim all warranties regarding Love My Eyes and its operation.

2. It is your sole responsibility to verify and assess the fit for the purpose of Love My Eyes prior to using it and to decide whether or not Love My Eyes fits for the intended use.
3. By using Love My Eyes, you acknowledge that we may use third-party suppliers to provide software, hardware, storage, networking, and other technological services. The acts and omissions of third-party suppliers may be outside of our reasonable control. To the maximum extent permitted by law, we exclude any liability for any loss or damage resulting from the acts and omissions of such third-party suppliers.
4. Nothing in these Terms shall affect any statutory rights that you are entitled to as a consumer and that you cannot contractually agree to alter or waive.

6. Limitation of liability

1. Unless otherwise excluded or limited by the applicable law, we will not be liable for any damages, including, but not limited to, incidental, punitive, special or other related damages, arising out of or in connection with your use of Love My Eyes, any content made available through Love My Eyes, whether provided by us or by third parties, any transactions concluded through Love My Eyes or use of Love My Eyes for unauthorized or unlawful purposes. You agree not to hold us liable in respect of any losses arising out of any event or events beyond our reasonable control.
2. This Section 6 shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

7. Indemnification

1. You agree to indemnify, defend and hold us, our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your use of Love My Eyes, or your violation of any law or the rights of a third party.

8. Severity

1. In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such a provision shall nonetheless be enforceable to the fullest extent permitted by the applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. The validity and enforceability of the remaining provisions shall not be affected as a result.

9. Governing law and disputes

1. **Governing law.** These Terms shall be governed and construed in accordance with the laws of Lithuania.
2. **Jurisdiction.** You agree to resolve any disputes arising out of or relating to these Terms by means of negotiation with us. If the dispute cannot be resolved by means of negotiation, the dispute shall be submitted to the courts in Lithuania. This Section 9 does not affect any statutory rights that you are entitled to as a consumer.
3. **Alternative dispute resolution.** ADR body acts as an independent middleman between an Internet service provider and a customer when an initial complaint cannot be resolved. You do not need (but may opt for) legal assistance or representation to take your case to an ADR scheme. The ADR body investigates complaints by looking at consumer's and Internet service provider's arguments and comes to a decision it deems to be fair. More information on the online ADR platform provided by the European Commission (for traders and consumers based in the European Union) is available at <https://ec.europa.eu/consumers/odr>.



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10. Miscellaneous

1. **Term and termination.** The Terms enter into force on the date indicated at the top of the Terms and remain in force until updated or terminated by us.
2. **Amendments.** We reserve the right to modify these Terms at any time, effective upon posting of an updated version on www.pinstudios.com. Such amendments may be necessary due to the changes in the requirements of laws, regulations, new features of Love My Eyes, or our business practices. You are responsible for regularly reviewing these Terms. Your continued use of Love My Eyes after any changes shall constitute your consent to such changes. We also reserve the right to modify the services provided through Love My Eyes at any time, at our sole discretion.
3. **Breach of the Terms.** If we believe, at our sole discretion, that you violate these Terms and it is appropriate, necessary or desirable to do so, we may:
 - a. Send you a formal warning;
 - b. Temporarily or permanently prohibit your use of Love My Eyes;
 - c. Report you to the relevant public authorities; or
 - d. Commence a legal action against you.
4. **Transfer of rights.** You are not allowed to assign your rights under these Terms. We are entitled to transfer our rights and obligations under these Terms entirely or partially to a third party by giving prior notice to you. If you do not agree to the transfer, you can terminate these Terms with immediate effect by canceling the Fees and ceasing to use Love My Eyes.
5. **Merger or acquisition.** In the event we, during the term of these Terms, are acquired, merged, or sell all or substantially all of our assets, these Terms shall not automatically be terminated, and we agree to use our best efforts to ensure that the transferee or surviving company shall assume and be bound by the provisions of these Terms.
6. **Entire agreement.** These Terms, together with the documents referred to therein, represent the entire agreement between you and us regarding your relationship with us and govern your use of Love My Eyes.

11. Contact

1. If you have any questions about these Terms, please contact us by email at info@pinstudios.com.