



# TERMS OF SERVICE

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EFFECTIVE MAY 9, 2018

## 1. ACCEPTING THESE TERMS

IF YOU ACCESS OR USE THE SERVICE, IT MEANS YOU AGREE TO BE BOUND BY ALL OF THE TERMS BELOW. SO, BEFORE YOU USE THE SERVICE, PLEASE READ ALL OF THE TERMS. IF YOU DON'T AGREE TO ALL OF THE TERMS BELOW, PLEASE DO NOT USE THE SERVICE.

THE SERVICES OFFERED FROM TIME TO TIME BY COMPANY IN CONNECTION THEREWITH ARE OWNED AND OPERATED BY COMPANY. SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, COMPANY MAY OFFER TO PROVIDE CERTAIN SERVICES, AS DESCRIBED MORE FULLY ON THE WEBSITE, AND THAT HAVE BEEN SELECTED BY YOU, SOLELY FOR YOUR OWN USE, AND NOT FOR THE USE OR BENEFIT OF ANY THIRD PARTY. COMPANY MAY CHANGE, SUSPEND OR DISCONTINUE THE SERVICES AT ANY TIME, INCLUDING THE AVAILABILITY OF ANY FEATURE, DATABASE, OR CONTENT.

COMPANY MAY ALSO IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO PARTS OR ALL OF THE SERVICES WITHOUT NOTICE OR LIABILITY.

## 2. CHANGES TO THESE TERMS

WE RESERVE THE RIGHT TO MODIFY THESE TERMS AT ANY TIME. FOR INSTANCE, WE MAY NEED TO CHANGE THESE TERMS IF WE COME OUT WITH A NEW FEATURE OR FOR SOME OTHER REASON.

WHENEVER WE MAKE CHANGES TO THESE TERMS, THE CHANGES ARE EFFECTIVE IMMEDIATELY AFTER WE POST SUCH REVISED TERMS (INDICATED BY REVISING THE DATE AT THE TOP OF THESE TERMS) OR UPON YOUR ACCEPTANCE IF WE PROVIDE A MECHANISM FOR YOUR IMMEDIATE ACCEPTANCE OF THE REVISED TERMS (SUCH

AS A CLICK-THROUGH CONFIRMATION OR ACCEPTANCE BUTTON). IT IS YOUR RESPONSIBILITY TO CHECK THE TERMS OF SERVICE SECTION OF REPOST PLUS FOR CHANGES TO THESE TERMS.

IF YOU CONTINUE TO USE THE SERVICE AFTER THE REVISED TERMS GO INTO EFFECT, THEN YOU HAVE ACCEPTED THE CHANGES TO THESE TERMS.

### 3. PRIVACY POLICY

FOR INFORMATION ABOUT HOW WE COLLECT AND USE INFORMATION ABOUT USERS OF THE SERVICE, PLEASE CHECK OUT OUR PRIVACY POLICY AVAILABLE AT [GOOGLE.COM](https://www.google.com)

### 4. SERVICES CONTENT

OUR SERVICES, AND THEIR CONTENTS, ARE INTENDED SOLELY FOR THE USE OF SERVICES USERS AND MAY ONLY BE USED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ALL MATERIALS DISPLAYED OR PERFORMED THROUGH THE SERVICES (INCLUDING, BUT NOT LIMITED TO TEXT, GRAPHICS, ARTICLES, PHOTOGRAPHS, IMAGES, AND ILLUSTRATIONS, ALSO KNOWN AS THE "CONTENT ") ARE PROTECTED BY COPYRIGHT. YOU SHALL ABIDE BY ALL COPYRIGHT NOTICES, TRADEMARK RULES, INFORMATION, AND RESTRICTIONS CONTAINED IN ANY CONTENT ACCESSED THROUGH THE SERVICES, AND SHALL NOT USE, COPY, REPRODUCE, MODIFY, TRANSLATE, PUBLISH, BROADCAST, TRANSMIT, DISTRIBUTE, PERFORM, UPLOAD, DISPLAY, LICENSE, SELL OR OTHERWISE EXPLOIT FOR ANY PURPOSES WHATSOEVER ANY CONTENT OR THIRD PARTY SUBMISSIONS OR OTHER PROPRIETARY RIGHTS NOT OWNED BY YOU: (I) WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE RESPECTIVE OWNERS, AND (II) IN ANY WAY THAT VIOLATES ANY THIRD PARTY RIGHT.

OUR SERVICES ARE PROTECTED UNDER THE COPYRIGHT ACT. YOU MAY NOT MODIFY, PUBLISH, TRANSMIT, PARTICIPATE IN THE TRANSFER OR SALE OF, REPRODUCE, CREATE DERIVATIVE WORKS BASED ON, DISTRIBUTE, PERFORM, DISPLAY, OR IN ANY WAY EXPLOIT, ANY OF THE CONTENT, SOFTWARE, MATERIALS, OR SERVICES IN WHOLE OR IN PART.

YOU UNDERSTAND THAT ALL INFORMATION PUBLICLY POSTED OR PRIVATELY

TRANSMITTED THROUGH THE SERVICES IS THE SOLE RESPONSIBILITY OF THE PERSON OR COMPANY FROM WHICH SUCH CONTENT ORIGINATED AND THAT COMPANY WILL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT. YOU UNDERSTAND THAT COMPANY CANNOT GUARANTEE THE IDENTITY OF ANY OTHER USERS WITH WHOM YOU MAY INTERACT IN THE COURSE OF USING THE SERVICES. ADDITIONALLY, COMPANY CANNOT GUARANTEE THE AUTHENTICITY OF ANY DATA THAT USERS OR MERCHANTS MAY PROVIDE ABOUT THEMSELVES. YOU ACKNOWLEDGE THAT ALL CONTENT ACCESSED BY YOU USING THE SERVICES IS AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS TO ANY PARTY RESULTING THEREFROM.

UNDER NO CIRCUMSTANCES WILL COMPANY 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 IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CONTENT POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

## 5. COLLECTION AND STORAGE OF INFORMATION

THROUGH YOUR USE OF OUR SERVICES, YOU CONSENT TO THE COLLECTION, STORAGE AND USE (AS SET FORTH IN THE PRIVACY POLICY) OF THE INFORMATION YOU PROVIDE, INCLUDING THE TRANSFER OF THIS INFORMATION WITHIN THE UNITED STATES AND/OR OTHER COUNTRIES FOR PROCESSING AND USE BY US.

## 6. MODIFICATIONS

WE MAY MODIFY, TERMINATE, SUSPEND, OR OTHERWISE ADJUST FUNCTIONS OR FEATURES, WITHOUT PRIOR NOTICE.

## 7. EXCLUSIVITY

YOU AGREE THAT BY US PROVIDING YOU THE SERVICES FOR FREE, YOU GRANT US THE EXCLUSIVE RIGHT TO WORK WITH YOU TO PROMOTE BRANDS AND/OR PRODUCTS ON THROUGH OUR SERVICES. THIS EXCLUSIVE RIGHT COVERS ALL ADVERTISEMENTS AND PROMOTIONAL ACTIVITIES OF ANY KIND INVOLVING THE SERVICES.

## 8. THIRD-PARTY SERVICES

FROM TIME TO TIME, WE MAY PROVIDE YOU WITH LINKS TO THIRD PARTY WEBSITES OR SERVICES THAT WE DO NOT OWN OR CONTROL. YOUR USE OF THE SERVICE MAY ALSO INCLUDE THE USE OF APPLICATIONS THAT ARE DEVELOPED OR OWNED BY A THIRD PARTY. YOUR USE OF SUCH THIRD PARTY APPLICATIONS, WEBSITES, AND SERVICES IS GOVERNED BY THAT PARTY 'S OWN TERMS OF SERVICE OR PRIVACY POLICIES. WE ENCOURAGE YOU TO READ THE TERMS AND CONDITIONS AND PRIVACY POLICY OF ANY THIRD PARTY APPLICATION, WEBSITE OR SERVICE THAT YOU VISIT OR USE.

BY USING THE SERVICES, YOU EXPRESSLY RELIEVE AND HOLD HARMLESS COMPANY FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD PARTY SERVICE. YOUR INTERACTIONS WITH ORGANIZATIONS AND/OR INDIVIDUALS FOUND ON OR THROUGH THE SERVICES, INCLUDING PAYMENT AND DELIVERY OF GOODS OR SERVICES, AND ANY OTHER TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND SUCH ORGANIZATIONS AND/OR INDIVIDUALS. YOU SHOULD MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY ONLINE OR OFFLINE TRANSACTION WITH ANY OF THESE THIRD PARTIES. YOU AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS. IF THERE IS A DISPUTE BETWEEN PARTICIPANTS ON THIS SITE, OR BETWEEN USERS AND ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT COMPANY IS UNDER NO OBLIGATION TO BECOME INVOLVED. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS, YOU HEREBY RELEASE COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, AND SUCCESSORS IN RIGHTS FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES.

## 9. COPYRIGHT DISPUTE POLICY

REPOST PLUS CANNOT REMOVE OR EDIT MATERIAL POSTED OR REPOSTED ON INSTAGRAM. AS SUCH, CONCERNS AND COMPLAINTS REGARDING COPYRIGHTED

MATERIAL SHOULD BE REPORTED TO INSTAGRAM IN ACCORDANCE WITH INSTAGRAM'S TERMS OF USE.

## 10. HYPERLINKS AND THIRD PARTY CONTENT

YOU MAY CREATE A HYPERLINK TO THE SERVICE. BUT, YOU MAY NOT USE, FRAME OR UTILIZE FRAMING TECHNIQUES TO ENCLOSE ANY OF OUR TRADEMARKS, LOGOS OR OTHER PROPRIETARY INFORMATION WITHOUT OUR EXPRESS WRITTEN CONSENT.

REPOST PLUS MAKES NO CLAIM OR REPRESENTATION REGARDING, AND ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY WEBSITES ACCESSIBLE BY HYPERLINK FROM THE SERVICE OR WEBSITES LINKING TO THE SERVICE. WHEN YOU LEAVE THE SERVICE, YOU SHOULD BE AWARE THAT THESE TERMS AND OUR POLICIES NO LONGER GOVERN.

IF THERE IS ANY CONTENT ON THE SERVICE FROM YOU AND OTHERS, WE DON 'T REVIEW, VERIFY OR AUTHENTICATE IT, AND IT MAY INCLUDE INACCURACIES OR FALSE INFORMATION. WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT CONTAINED IN THE SERVICE. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF OR RELIANCE ON ANY CONTENT.

## 11. WARRANTY DISCLAIMER

COMPANY HAS NO SPECIAL RELATIONSHIP WITH OR FIDUCIARY DUTY TO YOU. YOU ACKNOWLEDGE THAT COMPANY HAS NO CONTROL OVER, AND NO DUTY TO TAKE ANY ACTION REGARDING: WHICH USERS GAIN ACCESS TO THE SERVICES; WHAT CONTENT YOU ACCESS VIA THE SERVICES; WHAT EFFECTS THE CONTENT MAY HAVE ON YOU; HOW YOU MAY INTERPRET OR USE THE CONTENT; OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF HAVING BEEN EXPOSED TO THE CONTENT. YOU RELEASE COMPANY FROM ALL LIABILITY FOR YOU HAVING ACQUIRED OR NOT ACQUIRED CONTENT THROUGH THE SERVICES. THE SERVICES MAY CONTAIN, OR DIRECT YOU TO WEBSITES CONTAINING, INFORMATION THAT SOME PEOPLE MAY FIND OFFENSIVE OR INAPPROPRIATE. COMPANY MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE

SERVICES, AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF COLORS OR TEXTURES DISPLAYED ANYWHERE ON THE SERVICES, OR REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES (INCLUDING, WITHOUT LIMITATION, THE ACTUAL COLOR, TEXTURE, SIZE, FIT, QUALITY, OR USE OF SUCH PRODUCTS OR SERVICES). PRODUCTS AND SERVICES PURCHASED (WHETHER OR NOT FOLLOWING SUCH RECOMMENDATIONS AND SUGGESTIONS) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND FROM COMPANY OR OTHERS UNLESS, WITH RESPECT TO OTHERS (ONLY), OTHERWISE MADE EXPRESSLY AND UNAMBIGUOUSLY IN WRITING BY A DESIGNATED THIRD PARTY FOR A SPECIFIC PRODUCT OR SERVICE. THE SERVICES, CONTENT, WEBSITE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE, AND ANY SOFTWARE, ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 12. UNAVOIDABLE LEGAL STUFF

THE SERVICE AND ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN AS IS OR AS AVAILABLE BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE.

IN NO EVENT WILL [DEVELOPER NAME] BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY OTHER SERVICE AND/OR CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE

TO YOU THROUGH THE SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNT YOU PAID TO [DEVELOPER NAME]. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS, PENALTIES, INTEREST AND DISBURSEMENTS) WE INCUR IN RELATION TO, ARISING FROM, OR FOR THE PURPOSE OF AVOIDING, ANY CLAIM OR DEMAND FROM A THIRD PARTY RELATING TO YOUR USE OF THE SERVICE OR THE USE OF THE SERVICE BY ANY PERSON USING YOUR ACCOUNT, INCLUDING ANY CLAIM THAT YOUR USE OF THE SERVICE VIOLATES ANY APPLICABLE LAW OR REGULATION, OR THE RIGHTS OF ANY THIRD PARTY, AND/OR YOUR VIOLATION OF THESE TERMS.

### 13. JURISDICTION

YOU EXPRESSLY AGREE THAT EXCLUSIVE JURISDICTION FOR ANY DISPUTE WITH THE SERVICE OR RELATING TO YOUR USE OF IT, RESIDES IN THE COURTS OF THE STATE OF CALIFORNIA AND YOU FURTHER AGREE AND EXPRESSLY CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION IN THE COURTS OF THE STATE OF CALIFORNIA LOCATED IN CITY OF SAN FRANCISCO IN CONNECTION WITH ANY SUCH DISPUTE INCLUDING ANY CLAIM INVOLVING SERVICE. YOU FURTHER AGREE THAT YOU AND SERVICE WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING.

### 14. TERMINATION

IF YOU BREACH ANY OF THESE TERMS, WE HAVE THE RIGHT TO SUSPEND OR DISABLE YOUR ACCESS TO OR USE OF THE SERVICE.

### 15. ENTIRE AGREEMENT

THESE TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND REPOST PLUS REGARDING THE USE OF THE SERVICE, SUPERSEDING ANY PRIOR AGREEMENTS BETWEEN YOU AND REPOST PLUS RELATING TO YOUR USE OF THE SERVICE.

## 16. QUESTIONS & CONTACT INFORMATION

QUESTIONS OR COMMENTS ABOUT THE SERVICE MAY BE DIRECTED TO US AT THE EMAIL ADDRESS [SUPPORT@BESTAPPS.COM](mailto:SUPPORT@BESTAPPS.COM)