

TERMS OF USE

These Terms of Use for all Users govern your use of ingmi app and form your agreement with us. By installing our App and/or purchasing subscription, you agree to be bound with this Terms of Use. Please read them carefully.

Who we are

The App is administered by Skylum Software USA, Inc.. We are a corporation registered in the United States, registered at 142 W 57th St, New York, NY 10019, United States.

To contact us with any questions, please email our support team at EMAIL. If you are unable to contact us by email, please write to us at the company's address.

How to register

To register in the App:

- You shall be at least 16 years old, and you will be required to confirm this. If the laws of the country or state/province where you live provide that you can only be legally bound by a contract at an age higher than 16 years old, then you must be old enough pursuant to the laws of such country or state/province;
- You must not be barred from accessing our App under any laws of the country of your stay and/or residence as well as under any individual proscriptions.

If you do not meet the above requirements, you shall not access or use the App.

For registration on the App, you shall provide a valid email, a username, or authenticate using Apple ID.

What you commit to

All information you submit to us should be truthful, accurate and complete. You will promptly update any submitted information as and when it changes.

We are doing our best to ensure the security of your account and our App. However, we cannot control everything. Please make sure that your device is secure. We cannot control this and are not responsible for it.

You also should keep your account/login details confidential and secure. You should not disclose these to anyone else. You cannot sell your account to anyone. Please note that we may block your account if we have doubts that you use it on your own.

You should be particularly careful accessing the App from a public or shared device so that others are not able to access, view or record your password or other personal information. We also recommend that you always log out of your account at the end of each session.

Please contact us promptly if you believe someone has used or is using your account without your permission or if your account has been subject to any other security breach.

You should comply with these Terms of Use as well as with legislation applicable to you. You are personally responsible for all activity in the App and on your account.

Subscriptions and purchases

All commercial terms of subscriptions, including prices, are provided in the App. When you register, you should choose your package for subscription.

By purchasing a subscription, you expressly authorize us or our third-party payment processor to charge you for such subscription. We may ask you to supply additional information relevant to your subscription, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification. Please note that the bank and/or payment card provider may charge their own fees, e.g. for currency conversion, administrative fees. We do not control such charges. We (and our subsidiary companies) will not be responsible for paying any such charges.

If you purchase a subscription, you will be charged the monthly or annual subscription fee, plus any applicable taxes, and other charges (“Subscription Fee”), at the beginning of your subscription and each month or year thereafter, at the then-current Subscription Fee.

Subscription will be activated once you are charged for the subscription unless there is a free trial period. If there is a free trial period, you will be charged on the next day after the trial ends.

If you sign up for a subscription, then your subscription will continue for the duration set forth at the time of purchase and will be automatically renewed for additional periods of the same duration as the initial term at our then-current fees for the applicable services unless you opt not to renew your subscription before the end of the subscription period. In case of a free trial, if you decide to cancel your subscription before we start charging your payment method, you must cancel the subscription before the free trial ends. Otherwise, you will be responsible for payment for the full term of the subscription period.

Any termination of your account or deletion of the mobile application will not cancel your subscription and is not an opt out of the renewal of your subscription.

You may cancel your subscription at any time via the App. Please note that such cancellation will be effective at the end of the then-current subscription period.

Refunds

Unless otherwise provided by law, subscriptions and purchases in the App are non-refundable. You also are not entitled to a refund for any unused periods. These transactions are consumed.

Please note that this is a service contract. It should be fully performed when the relevant services are provided: in the moment of provision of access to the App and its features. Once the services are provided, you lose the right to withdraw from the contract, which, in other circumstances, you have for 14 days from the date of the contract's conclusion (from the order for services or requesting a payout).

Notwithstanding the foregoing, we reserve the right to issue refunds at our sole discretion. If we issue a refund for some transaction, we are under no obligation to issue the same or similar

refund in the future. You may request a refund at our email.

Intellectual property rights

- Ownership

All rights in and to the App and its entire contents, features, databases, source code, and functionality are owned by us and/or our licensors. Such material is protected by copyright and may be protected by trademark, trade secret, and other intellectual property laws.

- Licensing

By uploading your content to the App, you grant us a license to all your content to perform any act restricted by any intellectual property right (including copyright) in such content, for any purpose reasonably related to the provision and operation of the App. Such acts include reproducing, modifying, displaying, performing, translating, and creating adaptations or derivative works of your content, and otherwise dealing in your content within the App.

The license you grant to us hereunder is non-exclusive, worldwide, royalty-free, sublicensable, assignable and transferable by us. It is valid while you have an active account, until its full deletion (including from the backup). We will never sell your content to other platforms, though we may sell or transfer any license you grant to us herein in the event of a sale of our company or its assets to a third party.

How to delete and restore the account

- Delete account

If you want to delete your account, you should write to us at our email.

Complete deletion of your account (from backup copies) will take place within 3 months upon your request. You will receive an email confirmation upon the successful deletion of your account.

Please note that the deletion of the account does not mean termination of the subscription. You shall opt out from it as described above.

- Restore account

You may restore the account within 3 months from your request. Please just write at our email.

What rights do we have

- Termination or suspension of access to the Platform

We reserve the right in our sole discretion to terminate your agreement with us and your access to the App for any reason by giving you a prior notice by email.

We can also suspend access to your account or terminate your agreement with us and your access to the App immediately and without prior notice:

- if we think that you sell your account or that third party uses it without your control and on its own behalf (other identity than registered);
- if we think that you have or may have seriously or repeatedly breached any part of the Terms of Use or applicable law, or if you attempt or threaten to breach any part of the Terms of Use or applicable law in a way which has or could have serious consequences for us or another user; or
- if you take any action that, in our opinion, has caused or is reasonably likely to cause us to suffer a loss or that otherwise harms the App's reputation.

If we suspend access to your account or terminate your agreement with us and your access to the App, we will notify you via email.

In case of termination of the access, the deletion process will be launched.

- Investigation of suspected violations

We can investigate any suspected or alleged misuse, abuse, or unlawful use of the App and cooperate with law enforcement agencies in such investigation.

We can disclose any information or records in our possession or control about your use of the App to law enforcement agencies in connection with any law enforcement investigation of any suspected or alleged illegal activity or in response to a court order.

- Changes to our App or business

We may make changes to or suspend or withdraw the App. We may update and change the App from time to time for any reason, including to reflect changes to our services, users' needs and our business practices or to improve performance, enhance functionality or address security issues. We also may change our partners or contractors, including the third-party payment providers.

We will give you reasonable notice of any major changes which may impact you but are not always obliged to do so.

We do not guarantee that the App, or any content on it, will always be available or accessible without interruption. We may suspend or withdraw or restrict the availability of all or any part of the App for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal if it affects you.

- Other rights

Please note that some of our rights may be stated in other sections of the Terms of Use or just result from this contract and applicable law.

What we are not responsible for

We will use reasonable care and skill in providing the App to you, but there are certain things which we are not responsible for:

- We have no obligation to store any of your content that you make available. We have no responsibility or liability for: (a) the deletion or accuracy of any content, including your content; (b) the failure to store, transmit, or receive transmission of content; or (c) except as described in our Privacy Policy, the security, privacy, storage, or transmission of other communications originating with or involving use of the App.
- We are not responsible for activities of any user in the App. Each user is personally responsible for it.
- We do not promise that the App is compatible with all devices and operating systems. You are responsible for configuring your information technology, device, and computer programs to access the App.
- We are not responsible for the availability of the internet, or any errors in your connections, device or other equipment, or software that may occur in relation to your use of the App.
- While we try to make sure that the App is secure and free from bugs and viruses, we cannot promise that it will be and have no control over the content or your devices.
- We are not responsible for any lost, stolen, or compromised user accounts, passwords, email accounts, or any resulting unauthorized activities or resulting unauthorized payments or withdrawals of funds to the extent provided by law.
- The materials we make accessible in the App for users are for general information only. We make no promises or guarantees about the accuracy or otherwise of such materials or that users will achieve any particular result or outcome from using such materials.

Liability for any loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This specifically includes (i) liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, and (ii) fraud or fraudulent misrepresentation.

You agree that we (and our subsidiary companies, employees, owners, representatives, and agents) will not be liable to you for any loss of profit, loss of business or revenue, business interruption, loss of business opportunity, or loss of anticipated savings suffered by you arising from or in connection with your use of the App.

To the extent allowed by law, we also shall not be liable to you for:

- any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising out of or in connection with your inability to use the App or any of its services, features, or programs;
- your use of or reliance on any content stored in the App;
- indirect or consequential loss or damage;
- any loss or damage caused by a distributed denial-of-service attack, virus, ransomware, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the App or any of its services, features or programs, or due to your downloading of any material posted on it, or on any website linked to it;
- if your content is copied, distributed, reposted elsewhere, or another user or any third party infringes its copyright;
- any failure or delay by us in complying with any part of the Terms of Use arising from events outside our reasonable control. In that case, we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay.

To the extent allowed by law, our total liability to you for any and all claims arising out of or related to your agreement with us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to the greater of (i) 100% of the total fees paid by you to us in connection with your use of the App, and (ii) equivalent of USD 3,000.

Governing law

The governing law for these Terms of Use is the law of the state of our location. You may also be able to rely on mandatory rules of the law of the country where you live, considering conflicts of law.

The services are controlled and operated from its facilities in the United States. We make no representations that the services are appropriate or available for use in other locations. Those who access or use the services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export control, import, and trade sanctions regulations. You may not access or use the Services if you are located or resident in a country or territory subject to an embargo by the United States government (including, but not limited to, Cuba, Iran, North Korea, Syria, or the Crimea Region), or are an individual or entity designated as a blocked or prohibited party by the United States government including, but not limited to, designation on the Specially Designated National and Blocked Persons (“SDN”) List or Foreign Sanctions Evaders List by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”), or the Entity List, Denied Persons List, or Unverified List by the Bureau of Industry and Security of the U.S. Commerce Department (“BIS”).

You may not use, export, import, or transfer the services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the services, and any other applicable laws. In particular, but without limitation, the services may not be exported or re-exported: (a) to any countries or territories subject to a U.S. government embargo (including, but not limited to, Cuba, Iran, North Korea, Syria, and the Crimea Region) (“Embargoed Countries”); or (b) to any individual or entity on the SDN List or Foreign Sanctions Evaders List maintained by OFAC or the Denied Persons List, Entity List, or Unverified List maintained by BIS (collectively, “Prohibited Party Lists”). By using the services, you represent and warrant that: (i) you are not located in an Embargoed Country; and (ii) you are not listed on any Prohibited Party Lists. You also will not use the services for any purpose prohibited by U.S. law, including for the development, design, manufacture or production of missile, nuclear, chemical or biological weapons. You acknowledge and agree that products, services, or technology provided by us are subject to the export control and trade sanctions laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer our products, services, or technology, either directly or indirectly, to any country or person in violation of such laws and regulations.

Disputes

We each agree that any dispute, claim or controversy arising out of or relating to these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof or the use of the services (collectively, “Disputes”) will be resolved SOLELY BY BINDING, INDIVIDUAL ARBITRATION AND NOT IN A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION OR PROCEEDING. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms of Use, and that you and we are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use.

As limited exceptions to above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms of Use. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our

attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

Except as provided above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

Notwithstanding the provisions outlined herein, if we change any of the terms of this Section 12 after the date you most recently accepted these Terms of Use, you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the terms of this Section 12 "Dispute Resolution" as of the date you most recently accepted these Terms.

Other provisions

If any aspect of your agreement with us is unenforceable, the rest shall remain in effect.

It shall not be a waiver if we fail to enforce any aspect of your agreement with us.

We reserve all rights not expressly granted to you. No implied licenses or other rights are granted to you in relation to any part of the App, save as expressly set out in the Terms of Use.

Your agreement with us does not give rights to any third parties, except that the exclusions and limitations of liability herein may be enforced by our subsidiary companies, employees, owners, representatives, and agents.

You cannot transfer your rights or obligations under your agreement with us without our prior written consent. Our rights and obligations under your agreement with us can be assigned or transferred by us to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by virtue of law. In addition, we may delegate the performance of our obligations hereunder to any third party. Still, we will remain responsible to

you for the performance of such obligations.

The Terms of Use form the entire agreement between us and you regarding your access to and use of the App and supersede any and all prior oral or written understandings or agreements between you and us.

How we may change the Terms of Use

We may change any part of the Terms of Use without telling you beforehand in the following circumstances:

- to reflect changes in laws and regulatory requirements which apply to us and the services, features and programs of the App where such changes require changes of terms and conditions in a manner which does not allow us to give reasonable notice to you; and
- to address an unforeseen and imminent danger related to defending the App, users, us from fraud, malware, spam, data breaches or other cybersecurity risks;
- to address changes that have no significant impact on our relations.

We may also make other changes to any part of the Terms of Use, including fees, terms for payout, any limitations etc., and we will give you reasonable notice of such changes by email or through the App. You may contact us to end your agreement before the changes take effect. Once any updated Terms of Use are in effect, you will be bound by them if you continue to use the App.