

# Terms of Use Agreement

This Terms of Use Agreement (this “**Agreement**”) constitutes part of a binding agreement between Aleksandr Kobozev (“**Camly**”, “**we**”, “**us**” and/or “**our**”) and each end user (“**you**” or “**your**”) regarding your use of the Camly application (the “**App**”), camlyapp.com or any other website owned by us (the “**Website**”), and/or any Camly service, software, and services provided to you on or from or through the Website by Camly (together with the App and the Website, collectively, the “**Service**”).

Camly is an awesome photo editing app that combines professional editing tools and simplicity of usage. Camly lets you use various effects including unique filters that can easily make your photo special.

## 1. **Scope: Who and What Do These Conditions Apply to?**

- 1.1. This Agreement apply to your use of Camly with all content, functions, services and rules for the contractual relationship between you and us. General Terms and Conditions of Business of you will only become part of this agreement if we have explicitly agreed this in writing with each other.
- 1.2. We can agree additional Agreement in respect of certain applications within Camly with you.
- 1.3. We reserve the right to offer additional services. These Agreement are aimed at both end-customers and companies. End-customers are natural persons who conclude legal transactions for a purpose which can be ascribed neither to their commercial nor self-employed professional activities. Businessmen are either natural persons, legal entities or legally capable partnerships which

exercise their commercial or self-employed professional activities when concluding a legal transaction.

## **2. Purpose of the Agreement: Scope of Camly's Offer**

The purpose of this agreement is the use for a charge or use free of charge of the Camly applications, which can be retrieved via <http://camlyapp.com> as a corresponding mobile applications (hereinafter collectively: "apps").

## **3. Registration, Concluding Contracts, Use of Camly: Rights and Responsibilities**

### **3.1 Downloading Camly**

You can download Camly as a mobile app for various terminals in app store.

### **2. Registration, Conclusion of a Contract**

You can use Camly without registering.

### **3.3 Concluding the Agreement**

You conclude an agreement for use with us when you click on the "Install" button on the product description page of the relevant app store and, where required, you enter your password.

3. You may use all free features Camly free of charge.

## **4. Responsibility for Content**

We accept no responsibility of any kind for the texts, content, images, data and/or information or for content on linked external websites entered or provided by you or other Camly users. In particular, we give no guarantee that this content is true, fulfils any particular purpose or can serve any particular purpose

If you notice or suspect any illegal or non-contractual use of Camly, you can report this to us at any time via this email address: [support@camlyapp.com](mailto:support@camlyapp.com)

## **5. Camly PRO paid feature**

Certain functions are only accessible to users who pay for Camly PRO features.

### **5.1.Payment and Invoicing**

Payment for using the Camly PRO features is made in accordance with the invoicing conditions to Camly selected by you and is based on the price applying when the agreement is signed and on the discounts offered by Camly.

**5.2.Charges** are due at the beginning of each invoicing period. If you have a subscription, this will be extended automatically until you terminate it.

**5.3.Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal.**

**5.4.Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.**

**5.5.**If you are delayed with your payment obligations (including immediately after the first default), we will be entitled to block access to Camly PRO features. If you are delayed with your payment obligation to a considerable extent, we will be entitled to terminate the agreement without notice. A considerable amount is defined as the amount of one payment. In this case, you will remain obliged to make these payments.

## **6. EXCLUSION OF WARRANTIES**

The service is provided "as is", without warranty or condition of any kind, either express or implied. Furthermore, the website may be subject to changes in camly's practices and policies regarding various features included on the website. In addition, camly gives no warranty regarding the ongoing non-interruptable availability of

the website or the times at which it will be available. Without limiting the foregoing, camly explicitly disclaims any warranties of merchantability, fitness for a particular purpose or non-infringement and/or quality of service.

Camly makes no warranty that the website and/or the service will meet your requirements or will be available on an uninterrupted, secure, or error-free basis. You understand and agree that the use of the website is at your own discretion and risk and that you will be solely responsible for any damages to your computer system or data stored on it. In no event will camly be liable for any indirect, special, punitive, incidental or consequential damages (including, but not limited to, damages for loss of business profits, business interruption, loss of programs or information, loss of profits and savings and the like), or any other damages arising out of the unavailability, use, reliance on, inability to use or improper use of the website, even if advised of the possibility thereof and regardless of the form of action, whether in contract, tort, or otherwise.

Camly's liability under, arising out of or relating to this agreement shall not exceed fees paid by you to camly in connection with the service hereunder during the twelve (12) months preceding the event that gave rise to the claim; or to the extent no such fees apply, camly shall have no liability whatsoever.