

These Terms of Service are effective as of Dec 1st, 2020

Welcome to YourCalendarLife.com's Terms of Service! These terms of service together with our privacy policy, ("Terms of Use", "Terms", "Agreement",), constitute a legal agreement between you (the "user" or "you") and YourCalendarLife.com ("YourCalendarLife.com", "we", "our"), a developer and publisher of software services ("Services") as set below.

We provide various services (collectively referred to as "Services") which consist of, but are not limited to, the following: any content, product or software developed or created by us that you have downloaded or are about to download, any content, product or software that you have embedded on a website or are about to embed, any applications developed / created by us and available through different platforms and social networking sites ("SNS Apps"), any software running on YourCalendarLife.com's servers, content, related documentation, information on the YourCalendarLife.com domain, and information made available by users to each other through our software.

These terms are made available via the app store or platform that you download our Services from, on any website or platform where you can use our Services, such as social networking sites and on our website at www.YourCalendarLife.com

We provide the Services online and offline. You provide the equipment (computer, phone, tablet, etc.) and pay any fees to connect to the Internet and app stores, or for data or cellular usage to download and use the Services. You may also need an account with a social network, and, if you are using our mobile Services, an account with the company that provides your mobile applications.

1. General

Please read these Terms, together with all the documents referred to in it, carefully and before you start to use our Services. By accessing or using our Services you warrant that you have read, fully understand and agreed to be bound by these Terms. If you do not agree, nor accept to abide by these Terms, please refrain from accessing and using our Services.

YourCalendarLife.com reserves the right at its full discretion to modify the Terms in any way and at any time. Such modifications enter into force when published on this page. We will indicate the date of last revision at the top of this page. Your continued use after such modification is valid as consent thereto. You agree that you will check our Services' platforms regularly to verify whether the Terms of Use have been modified.

1.1 Children Under The Age Of 13

YourCalendarLife.com does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register. If you are under the age of 13, please do not attempt to register for our Services or send any information about yourself to us, including your name, address, telephone number, or email address. No one under the age of 13

may provide any personal information to or on our Services. In the event that we learn that we have collected personal information from or have registered a child under age 13 we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under the age of 13, please contact us.

1.2 Children Between The Ages of 13 and 18

We recommend that minors over the age of 13 ask their parents for permission before sending any information about themselves to anyone over the Internet or register to our Services.

You represent and warrant that you are 13 years old or older. Additionally, if you are between the ages of 13 and 18, you represent and warrant that your parent or legal guardian has reviewed and agrees to these Terms.

At all times, the English version of the Terms shall prevail if there is a conflict with any other translated version(s) of these terms. By accessing and using our Services, you warrant that you have sufficient command of the English language to have understood these Terms. Any translation of these Terms from English into another language is made for convenience only.

2. Account security

Our Services may be provided online and / or offline.

For some Services you may need an account with a social networking service (“SNS”). Please review any terms and conditions of use or any privacy policy of any SNS / platforms / applications that may be used in association with the Services.

For certain Services you may need a user account on a YourCalendarLife.com platform. When creating/using a user account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account.

You must notify YourCalendarLife.com immediately and accordingly of any breach of security or unauthorized use of your accounts or any SNS account associated with your use of the Services. Although YourCalendarLife.com will not be liable for any of your losses caused by any unauthorized use of your account, you may be liable for the losses of YourCalendarLife.com or others due to such unauthorized use. You may not use an email address owned or controlled by another person. You agree to provide us with all future changes of your registration data, especially a change in the email address, without delay. You shall be fully responsible for all activities that occur under your email address and password. You are obliged to confirm, without delay, upon request from us the accuracy of your personal data.

In these Terms, references to “log-in details” or “account” include your log-in details and related passwords and account for the Services and any social network or platform that you may allow our Services to interact with (the “Log-in Information”).

You must keep Log-in Information strictly confidential. You must take all reasonable measures to protect all Log-in Information from unauthorised access of third parties. Any password, used on the Services, should not be identical with the user name and it should consist of a combination of numbers and letters.

In the event that you have reason to believe that third parties have obtained Log-in Information, or could have, you shall inform us immediately and change and update any Log-in Information. In this case YourCalendarLife.com has the right to block your access to our Services. You shall be permitted to access our Services as soon as the suspicion of misuse of the Log-in Information has been removed and you agree to fully compensate us for any losses or harm that may result. You are under no circumstances entitled to use the Log-in Information of another user.

3. Ownership and Intellectual Property

All right, title and interest in and to the Services and all content available on the various platforms used by YourCalendarLife.com, including data, designs, text, graphics, pictures, applications, software, music, video, information, tags, sound and other files, and other materials contained therein, including without limitation all copyright, trademark, patent and other intellectual property rights therein, shall be and remain solely the property of YourCalendarLife.com or its licensors. You agree not to copy, redistribute, publish or otherwise exploit material from the Services, except as expressly permitted herein. Subject to these Terms you are granted a personal, limited, non-exclusive, non-transferable license to enter, use, perform and display the Services for private use, and for no other purpose. This license does not allow you to in any way use trademarks and/or copyrighted material appearing on the Services. This license is revocable at any time without notice and without cause. You do not acquire any ownership rights by using the Services, downloading material from or uploading material to the Services, or by purchasing any "Virtual Goods" (which may be available to the you as part of the Services). You are under no circumstances allowed to in any way make profit from the Services or use the Service for any commercial venture, unless expressly permitted by the Services.

All comments, feedback, suggestions, ideas, and other submissions ("Ideas") disclosed, submitted, or offered to us in connection with the use of the Services shall be the exclusive property of YourCalendarLife.com. We may use, sell, exploit and disclose the Ideas in any manner, without restriction and without compensation to you.

Notwithstanding any other terms in these Terms or any other terms that apply to any one of our Services you may choose to use, you do not own, or have any proprietary right to claim from us or otherwise, any in-game currency or items or other in-game receivables (including but not limited to Virtual Goods), regardless of whether you "earned" those items in a game or purchased them.

4. Usage Rules

You agree that you shall not (and you agree not to allow any third party to):

- collect any information about other users (including user identification names and/or email addresses) for any purpose regarding our Services;
- copy or adapt the Services' software including but not limited to Flash, PHP, HTML, JavaScript or other code;
- create user accounts by automated means or under false or fraudulent pretences;
- disguise, anonymise or hide your IP address or the source of any content that you may upload to the Services;
- create or transmit unwanted electronic communication such as "spam", excessive use of capital letters, or make excessive challenges or invitations;
- upload, disseminate or transmit viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program;
- attempt to decompile, reverse engineer, disassemble or hack any of our Services, or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by us;
- copy or store any content offered by our Services for other than your own non-commercial personal use;
- take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;
- sell the Services or any part thereof including but not limited to "Virtual Goods" or "Virtual Currency", user or SNS accounts, and access to them in exchange any type of consideration;
- engage in any commercial activities, including, without limitation, any attempt to raise money for anyone or advertise or promote a product;
- engage in or promote any surveys, contests, pyramid schemes, chain letters, unsolicited emailing or spamming via our Services;
- use our Services for advertising, marketing, charitable, campaigning, for public relations or political purposes of any kind;
- provide false, incorrect or misleading information;
- attempt to impersonate any other party;
- use SNS accounts of others;
- use scripts and completely or partially automated programs that provide the user with an advantage over other users, including auto-refresh-functions and other integrated mechanisms of the Internet browser, if it includes automated operations;
- create or use cheats, mods and/or hacks, and any other third party software products that may change the result of our Services;

- use software, that allows “data mining” or otherwise intercepts or collects any information (personal or otherwise) in connection with our Services;
- use outside of the Services, buy for “real” money or sell or swap virtual objects that are used in the Services;
- make improper use of the support services or submit false reports of abuse or misconduct;
- use our Services in violation of any applicable law or regulation;
- use our Services without reviewing any additional terms specific to our Services when accessing each and every piece of software included in our Services. If you access the Service from a SNS or download the Service from another platform, you must also comply with its terms of service/use as well as these Terms; or
- use our Services in any other way not permitted by these Terms.

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site (“User Content”), you agree that such User Content shall not:

- include any offensive comments that are connected to race, national origin, religion, gender, sexual preference or physical handicap;
 - violate confidentiality or any other rights; infringe on a third party’s copyright, trademark, trade secret, patent or any other right or publishing right;
 - include profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;
 - use threatening, abusive, disparaging or otherwise objectionable content;
 - defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse anyone;
- or
- promote violence or describe how to perform a violent act.

You warrant that where any User Content is in breach of these Usage Rules under this section 4, you will be liable to us and indemnify us for any breach of that warranty.

We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any User Content posted by you or any other user of our Services.

We have the right to remove User Content posted or uploaded by you on our Services if, in our opinion, such User Content does not comply with any requirements under this section 4.

The views expressed by other users on the Services do not represent our views or values. You are solely responsible for securing and backing up any User Content.

5. Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may without notice suspend or stop the Services, or any portion of the Services, altogether.

Except to the extent expressly provided herein, you may stop using our Services at any

time and we may stop providing Services to you at any time, or add or create new limits or other terms or requirements to or for our Services at any time.

YourCalendarLife.com reserves the right to, at its own discretion and without explanation necessary, block the access, modify or delete an account for any reason it deems necessary and without refund for any purchase made by the user, with or without notice to you.

You understand that if you delete your account, or if we delete your account in accordance with these Terms, you may lose access to any data previously associated with your account (including, without limitation, the level or score you have reached in our Services and any Virtual Goods associated with your account).

If you are concerned that someone else is not complying with any part of these terms, please contact us.

Immediately upon termination:

- all licenses granted by these Terms shall terminate;
- you shall cease to use the Services; and
- you shall permanently erase the Services from your computer systems.

All sections of these Terms which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, warranty disclaimers, and limitations of liability.

6. Your User Content in our Services

Where our Services allow you to submit, upload or display User Content, you retain ownership of any intellectual property rights that you hold in that content.

When you upload or otherwise submit User Content to our Services, you give us (and those we work with and any other users of the Services) a worldwide, non-exclusive, royalty-free license to use, host, store, modify (only to ensure that User Content works better with our Services), publish, and display your User Content. By providing your User Content to us, you are representing and warranting to us that you have all such necessary rights.

7. Payments

Some parts of the Services are available without cost. The parts of the Service that are not free can only be used against full payment in advance. You may be charged for the Services in accordance with any provisions notified to you through the Services, stores, SNS accounts or any other way of displaying and using of our Services.

If the necessary payment cannot be collected, you will not access such parts of the Service that require pre-payment.

You agree to pay all fees and applicable taxes incurred by you or anyone using an account registered to you. YourCalendarLife.com may revise the pricing for the Services at any time.

Due to technical possibilities and market conditions in your country, the available payment methods may vary.

Where you are permitted to pay for our Services (where applicable) using the payment processors of our payment partners, you agree to be bound by the terms of any such payment partners. You can not make the payments directly to YourCalendarLife.com. Please carefully read the privacy policy and terms of services of those payment partners before making a payment. YourCalendarLife.com shall not be responsible for the activity of those payment partners and the payment that you make using their platform(s).

8. Privacy

You understand and agree that YourCalendarLife.com may collect personally identifiable information in connection with our Services. Please review our Privacy Policy to learn how YourCalendarLife.com uses personal information.

We may use cookies, advertising identifiers or similar technologies to store certain types of information each time you use our Services. They may for example be used to help us recognise your computer and to ensure that your account is accessed by the person that inputs the correct username and password for that account. You can find out more about how we use cookies and other similar technologies by reading our Privacy Policy.

9. Transfer of Information and third party advertising

If there is a sale of the assets of YourCalendarLife.com or corporate restructuring, or as a result of a change of control of YourCalendarLife.com, in case of a transfer of ownership of any of our Services or in preparation of any of these events, we reserve the right to transfer all or a part of our rights or responsibilities under these Terms to someone else, without being obliged to have your consent. You may not transfer any of the rights we give you under these Terms unless we agree in writing.

Our Service and our apps may feature advertisements from us or other companies. Our Privacy Policy explains what information we share with advertisers.

10. Limitation of liability

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF USE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER YourCalendarLife.com NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR

DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "YourCalendarLife.com PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULT THAT MAY BE OBTAINED FROM USE OF THE SERVICES.

SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED MAINTENANCE OR FOR UNSCHEDULED EMERGENCY MAINTENANCE, EITHER BY US, ANY YourCalendarLife.com PARTY OR BY THIRD-PARTY PROVIDERS, OR BECAUSE OF OTHER CAUSES BEYOND OUR REASONABLE CONTROL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND TO THE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT AND THAT THE YourCalendarLife.com PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY MATTER BEYOND OUR REASONABLE CONTROL OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, EQUIPMENT OR TECHNOLOGY, OR LOSS OF BUSINESS IN EACH CASE, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE

SERVICES WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE YourCalendarLife.com PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE YourCalendarLife.com PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

NOTWITHSTANDING ANY OF THE ABOVE UNDER NO CIRCUMSTANCES WILL THE YourCalendarLife.com PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID YourCalendarLife.com IN THE TEN (10) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

No oral or written advice or statement given or made by YourCalendarLife.com, or its dealers, agents, partners, distributors or employees shall create any warranty or in any way increase the scope of the foregoing warranty.

1. Miscellaneous

These Terms, and all documents referred herein, are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter hereof.

If any part of these terms is held to be invalid or unenforceable under any applicable local laws or by an applicable court, that part shall be interpreted in a manner consistent with applicable law to reflect as nearly as possible our original intentions and the remainder of these terms shall remain valid and enforceable. If it is not possible to interpret an invalid or unenforceable part of these terms in a manner consistent with applicable law, then that part shall be deemed deleted from these terms without affecting the remaining provisions of these terms.

Without prejudice to our rights under the Terms (or any part of them) or any other remedies available to us at law, we may suspend or stop providing our Services to you if you do not comply with the Terms, or if we are investigating suspected misconduct by you. If you do not comply with these Terms, and we do not take action right away, this does not mean that we are waiving or giving up any rights that we may have (such as taking action in the future).

All notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt (or its equivalent) requested.

1. Indemnity

You shall hold harmless and indemnify us and our affiliates, officers, agents, and employees from any claim, suit or action arising from or related to your use of the Services or violation of these Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

1. Jurisdiction and Contact

This Privacy Statement is governed by the laws of Romania and is subject to the exclusive jurisdiction of the Romanian courts.

Again, feel free to contact us, any time, if you have further questions about our Services, Terms of Service or Privacy Policy, by using the email address accounts@keepclose.ai