

Photica
TERMS AND CONDITIONS OF USE

Last updated October 8, 2025

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If you are unsure how to cancel a subscription or a free trial, please visit the shop page where you purchased the App form. Deleting the App from your device does not cancel your subscriptions and free trials.

1. ACCEPTANCE OF TERMS AND CONDITIONS OF USE

1.1. Photica and content available via the App, websites or our emails ("Content") are distributed by Comapps LLC., EIN 88-3688857, 1800 Diagonal Road, Suite 600 Alexandria, VA 22314, USA as stated in an app store ("we" "us" "our" or the "Company"). The App, together with the Content, tools and other services available by using the App, are collectively referred to as the "Service".

1.2. Your access and use of the Service constitutes your agreement to be bound by these Terms and Conditions of Use (the "Terms"), which establishes a legally binding contractual relationship between you and the Company. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE.

1.3. Please review also our Privacy Polic. The terms of the Privacy Policy and other supplemental terms, policies or documents that may be posted on the Service from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason.

1.4. Unless otherwise expressly provided herein, we will alert you about any changes by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change.

1.5. These terms contain important disclaimers (section 2), disclaimers of warranties (section 7), and limitation of liability (section 8).

1.6. If you do not agree with any part of these terms, or if you are not eligible or authorized to be bound by these terms, then do not download the app or otherwise access or use the service.

2. IMPORTANT DISCLAIMERS

2.1. THE COMPANY DOES NOT OFFER OR PROVIDE ANY KIND OF MEDICAL ADVICE, HEALTH INSURANCE OR OTHER HEALTHCARE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY COUNSELING, TESTING, EVALUATION, PRESCRIPTION, PROCEDURE OR THERAPY RELATED TO EXERCISE, NUTRITION, WEIGHT LOSS OR WELLNESS OR RELATED TO THE AVOIDANCE, PREVENTION, DIAGNOSIS OR TREATMENT OF ANY INJURY, ILLNESS, DISEASE OR CONDITION (COLLECTIVELY, "HEALTHCARE SERVICES").

2.2. THE SERVICE MAY NOT BE APPROPRIATE FOR ALL PERSONS AND IS NOT A SUBSTITUTE FOR PROFESSIONAL HEALTHCARE SERVICES. THE SERVICE IS INTENDED ONLY AS A TOOL, WHICH MAY BE USEFUL IN ACHIEVING YOUR OVERALL HEALTH AND FITNESS GOALS. YOU ACKNOWLEDGE THAT YOUR EXERCISE ACTIVITIES INVOLVE RISKS, WHICH MAY INVOLVE RISK OF BODILY INJURY OR DEATH, AND THAT YOU ASSUME THOSE RISKS. BEFORE ACCESSING OR USING THE SERVICE, AND AGREE TO RELEASE AND DISCHARGE THE COMPANY FROM ANY AND ALL ACTION, KNOWN OR UNKNOWN, ARISING OUT OF YOUR USE OF THE SERVICE.

2.3. YOU SHOULD CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL TO DETERMINE WHETHER THE SERVICE WOULD BE SAFE AND EFFECTIVE FOR YOU. YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING OR USING THE SERVICE AGAINST MEDICAL ADVICE OR IF DOING SO MIGHT POSE ANY HEALTH RISK. IN THIS CONTEXT, YOU ACKNOWLEDGE THAT YOU TAKE FULL RESPONSIBILITY FOR YOUR HEALTH, LIFE AND WELL-BEING, AS WELL AS THE HEALTH, LIVES AND WELL-BEING OF YOUR FAMILY AND CHILDREN (BORN AND UNBORN, AS APPLICABLE), AND ALL DECISIONS NOW OR IN THE FUTURE.

2.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT WE ARE NOT PROVIDING MEDICAL ADVICE VIA THE SERVICE. ALL CONTENT PROVIDED THROUGH THE SERVICE, WHETHER PROVIDED BY US OR THIRD PARTIES (EVEN IF THEY ARE CLAIMING TO BE A DOCTOR) IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (I) THE ADVICE OF YOUR PHYSICIAN OR OTHER PROFESSIONALS, (II) A VISIT, CALL OR CONSULTATION WITH YOUR

PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (III) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. WE ARE NOT RESPONSIBLE FOR ANY HEALTH PROBLEMS THAT MAY RESULT FROM TRAINING PROGRAMS, CONSULTATIONS, PRODUCTS, OR EVENTS YOU LEARN ABOUT THROUGH THE SERVICE. SHOULD YOU HAVE ANY HEALTH RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. IF YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR YOUR LOCAL EMERGENCY SERVICES IMMEDIATELY.

2.5. YOUR USE OF THE SERVICE DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND THE COMPANY.

2.6. THE COMPANY DOES NOT ASSUME ANY LIABILITY FOR INACCURACIES OR MISSTATEMENTS ABOUT EXERCISES OR OTHER CONTENT ON THE SERVICE.

2.7. WE MAKE NO GUARANTEES CONCERNING THE LEVEL OF SUCCESS YOU MAY EXPERIENCE, AND YOU ACCEPT THE RISK THAT RESULTS WILL DIFFER FOR EACH INDIVIDUAL. THE TESTIMONIALS AND EXAMPLES THAT MAY BE PROVIDED ON THE SERVICE ARE EXCEPTIONAL RESULTS, WHICH DO NOT APPLY TO AN AVERAGE PERSON, AND ARE NOT INTENDED TO REPRESENT OR GUARANTEE THAT ANYONE WILL ACHIEVE THE SAME OR SIMILAR RESULTS. THERE IS NO ASSURANCE THAT EXAMPLES OF PAST FITNESS RESULTS CAN BE DUPLICATED IN THE FUTURE. WE CANNOT GUARANTEE YOUR FUTURE RESULTS AND/OR SUCCESS. NOR CAN WE GUARANTEE THAT YOU MAINTAIN THE RESULTS YOU EXPERIENCE IF YOU DO NOT CONTINUE FOLLOWING OUR PROGRAMS.

2.8. EACH INDIVIDUAL'S HEALTH, FITNESS, AND NUTRITION SUCCESS DEPEND ON HIS OR HER BACKGROUND, DEDICATION, DESIRE, AND MOTIVATION. AS WITH ANY HEALTH-RELATED PROGRAM OR SERVICE, YOUR RESULTS MAY VARY, AND WILL BE BASED ON MANY VARIABLES, INCLUDING BUT NOT LIMITED TO, YOUR INDIVIDUAL CAPACITY, LIFE EXPERIENCE, UNIQUE HEALTH AND GENETIC PROFILE, STARTING POINT, EXPERTISE, AND LEVEL OF COMMITMENT. THE USE OF THE SERVICE SHOULD BE BASED ON YOUR OWN DUE DILIGENCE AND YOU AGREE THAT THE COMPANY IS NOT LIABLE FOR ANY SUCCESS OR FAILURE OF YOUR PHYSIQUE THAT IS DIRECTLY OR INDIRECTLY RELATED TO THE PURCHASE AND USE OF THE SERVICE.

2.9. IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THESE TERMS, THE COMPANY DISCLAIMS ANY LIABILITY OR LOSS IN CONNECTION WITH THE CONTENT PROVIDED ON THE SERVICE. YOU ARE ENCOURAGED TO CONSULT WITH YOUR DOCTOR AND OTHER RELEVANT PROFESSIONALS WITH REGARD TO THE INFORMATION CONTAINED ON OR ACCESSED THROUGH THE SERVICE.

3. SERVICE

3.1. You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Service or used by the Company to operate the Service (including the App and the Content and excluding any User Content (as defined below)) is proprietary to us or to third parties.

3.2. The Company expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. The provision of the Service does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights.

3.3. You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

3.4. We retain the right to implement any changes to the Service (whether to free or paid features) at any time, with or without notice. You acknowledge that a variety of Company's actions may impair or prevent you from accessing the Service at certain times and/or in the same way, for limited periods or permanently, and agree that the Company has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any content or services.

3.5. Your access to and use of the Service is at your own risk. The Company will have no responsibility for any harm to your computing system, loss of data, or other harm to you or any third party, including, without limitation, any bodily harm, that results from your access to or use of the Service, or reliance on any information or advice.

3.6. The Company has no obligation to provide you with customer support of any kind. However, the Company may provide you with customer support from time to time, at the Company's sole discretion.

4. APP STORES, THIRD PARTY ADS, OTHER USERS

4.1. You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple iTunes, App Store, Google Play, <https://aisurvey.top/photica/> and/or other app stores (collectively, "App Stores" and each, an "App Store").

4.2. You agree to pay all fees charged by the App Stores in connection with the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable agreements, terms of use/service, and other policies of the App Stores. You acknowledge that the App Stores (and their subsidiaries) are a third-party beneficiary of these Terms and will have the right to enforce these Terms.

4.3. The Service may contain links to third party websites or resources and advertisements for third parties (collectively, "Third-Party Ads"). Such Third-Party Ads are not under the control of the Company and the Company is not responsible for any Third-Party Ads. The Company provides these Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Ads. Advertisements and other information provided by Third Party Sites Ads may not be wholly accurate. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. When you link to a third-party site, the applicable service provider's terms and policies, including privacy and data gathering practices govern. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Your transactions and other dealings with Third Party Ads that are found on or through the App, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

4.4. Each user of the Service is solely responsible for any and all his or her User Content. Because we do not control the User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Service users are solely between you and such user. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

4.5. You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any App Store, any other Service users, or any Third-Party Ads.

5. SUBSCRIPTION FEES AND PAYMENT

5.1. The App is free to download. However, certain features of the Service are offered on a subscription basis for a fee. You may purchase a subscription directly from <https://aisurvey.top/photica/> or through App Stores (Apple iTunes, App Store, Google Play and/or other app stores) the applicable fees (and any related taxes) as they become due.

5.2. Information about a range of subscription and the cost of subscription can be found on the Profile tab in the App or on the websites of the App providers (Apple iTunes, App Store, Google Play, <https://aisurvey.top/photica/> and/or other app stores).

5.3. To the maximum extent permitted by applicable laws, we may change subscription fees at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the App and/or by sending you an email notification. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect or/and abstain from pre-paying for access to the Service.

5.4. You authorize the App Stores (Apple iTunes, App Store, Google Play, <https://aisurvey.top/photica/> and/or other app stores) to charge the applicable fees to the payment card that you submit.

5.5. Payment will be charged to the payment method you submitted at the time of purchase at confirmation of purchase (after you confirm by single-touch identification, facial recognition, or entering your payment method details on the web, or otherwise accepting subscription terms provided on the payment screen or on the pop-up screen provided by Apple/Google, <https://aisurvey.top/photica/> or other provider) or after the end of the trial period. You authorize us to charge the applicable subscription fees to the payment method that you use.

5.6. By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription, at least 24 hours before the end of the then-current subscription period, you authorize the App Stores (Apple iTunes, App Store, Google Play, <https://aisurvey.top/photica/> and/or other app stores) to charge you for the renewal term. The period of auto-renewal subscription will be the same as your initial subscription period unless otherwise disclosed to you on the Service. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal. **YOU MUST CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE CANCELLATION PROCEDURES DISCLOSED TO YOU FOR THE PARTICULAR SUBSCRIPTION. PLEASE NOTE THAT UNINSTALLATION OF THE APP DOES NOT CORRESPOND WITH THE SUBSCRIPTION'S CANCELLATION.**

5.7. CANCELLATION

To cancel the subscription acquired from App Store open the Settings app on your iPhone, iPad or iPod touch, tap your name, then tap Subscriptions, further tap the Subscription You want to manage and tap Cancel Subscriptions, at least 24 hours before the end of the free trial or the current subscription period.

To cancel your subscription acquired from Apple App Store or iTunes on your PC open iTunes, choose from menu bar (at the top of the iTunes Window) your Account, then choose View My Account, choose Subscriptions, choose Manage, further by choose the Subscription You want to manage, click Edit next and choose Cancel Subscription, at least 24 hours before the end of the free trial or the current subscription period.

Please note that all the instructions on how to cancel a subscription acquired from Apple App Store can be found at appropriate Store support (<https://support.apple.com/en-ca/HT202039>).

To cancel your subscription acquired from Google Play on Android open the Google Play App, tap the profile icon at the top right corner, tap Payments & subscriptions, tap the Subscriptions, select the Subscription You want to manage and choose Cancel subscription, at least 24 hours before the end of the free trial or the current subscription period.

To cancel your subscription acquired from play.google.com open play.google.com, sign in to Your Account, choose My subscriptions, select the Subscription You want to manage, choose Manage and Cancel Subscription, afterwards confirm the cancellation by clicking Yes on the confirmation pop-up, at least 24 hours before the end of the free trial or the current subscription period.

Please note that all the instructions on how to cancel a subscription acquired from Google Play and play.google.com can be found at appropriate Store support (<https://support.google.com/googleplay/answer/7018481?co=GENIE.Platform%3DAndroid&hl=en>).

To cancel the subscription acquired from <https://aisurvey.top/photica> send an email at support@photica.zendesk.com with a statement of cancellation of subscription. Email should contain the Title: "Photica – Cancellation", Subscription number, email address which was specified at the time of subscription, name and surname of the Subscriber and the statement: "I would like to cancel my subscription", please note that the cancellation statement should be sent at least 24 hours before the end of the free trial or the current subscription period.

We may offer a free trial subscription for the Service. Free trial provides you access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel the subscription within 24 hours before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. We may send you a reminder when your free trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the free trial will end. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials.

5.9. The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).

5.10. Subscriptions purchased via the App Store or Google Play or other provider are subject to such appropriate Store's refund policies. This means that we cannot grant refunds. To apply for a refund, you will have to contact an appropriate Store support.

5.11. You agree that the purchase of the subscription is final, that we will not refund any transaction once it has been made and that the purchase of the subscription cannot be cancelled. When you make the purchase of the subscription, you acknowledge and agree that all purchases of the subscriptions are non-refundable or exchangeable. However, we may provide refunds at our own discretion and subject to laws and our policies that may be published from time to time.

5.12. MONEY-BACK GUARANTEE RULES

REFUND SCOPE: REFUND APPLIES ONLY TO THE FIRST SUBSCRIPTION PAYMENT. SUBSEQUENT PAYMENTS, INCLUDING RENEWALS OR ADDITIONAL OFFERS, ARE NON-REFUNDABLE.

5.13 Money-back policy for subscriptions purchased on our Site.

If you purchased the Subscription directly on our Site and the money-back option was presented to you during the checkout, you are eligible to receive a refund if you did not get visible results with our App, provided that all of the following conditions are met:

- you contact us within 30 days after your initial purchase and before the end of your subscription period; and
- you have followed and actively used our App program (i) at least 14 consecutive days within the first subscription period after the purchase (for monthly and more lengthy subscription periods).

Please note that after your subscription period expires, we will not be able to refund you as the usage of the Platforms will be deemed executed in full, unless otherwise provided for by applicable law.

6. FEES

6.1 WEB PURCHASE. After completing the questionnaire on the Site, you can select the subscription that you would like to use. Subscriptions are available for various periods, and further details of each type of subscription and its cost are detailed on the Site. In some cases, set by us, based on our promotional plans, we may offer discounted subscription prices.

6.2 IN-APP PURCHASE. Once you have installed our Apps from Google Play or App Store, you can select the subscription that you would like in order to use each App. Subscriptions are available for various periods and further details of each type of subscription and its cost are detailed on the App. App Content may be made available via in-app purchasing. All transactions between you and us will be processed through either Google Play or the App Store, depending on the store from which you have downloaded the App. In some cases, set by us, based on our promotional plans, we may offer discounted subscription prices. You understand and agree that your payments may be processed by third-party payment processors, which may impose additional fees, commissions, rewards, etc. for payments. We are not responsible for and do not cover such additional costs.

7. USER REPRESENTATIONS AND RESTRICTIONS

7.1. By using the Service, you represent and warrant that:

- you have the legal capacity and you agree to comply with these Terms;
- you will not access the Service through automated or non-human means, whether through a bot, script or otherwise;
- you will not use the Service for any illegal or unauthorized purpose;
- your use of the Service will not violate any applicable law or regulation.

7.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Service (or any portion thereof).

7.3. You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

7.4. As a user of the Service, you agree not to:

- systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- make any unauthorized use of the Service;
- make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Service;
- use the Service for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- make the Service available over a network or other environment permitting access or use by multiple devices or users at the same time;
- use the Service for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Service;
- use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Service;
- circumvent, disable, or otherwise interfere with security-related features of the Service;
- engage in unauthorized framing of or linking to the Service;
- interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service;
- decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service;
- attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service;
- upload or distribute in any way files that contain viruses, worms, trojans, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software;
- use the Service to send automated queries to any website or to send any unsolicited commercial e-mail;
- disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service;
- use the Service in a manner inconsistent with any applicable laws or regulations; or
- otherwise infringe these Terms.

8. DISCLAIMER OF ALL WARRANTIES

8.1. The App, content and other aspects of the service are provided "as is" and "as available". The App, content and other aspects of the service are provided without representation or warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. The company and its affiliates, licensors and suppliers do not warrant that:

- (i) the service, content or other information will be timely, accurate, reliable or correct;
- (ii) the service will be secure or available at any particular time or place;
- (iii) any defects or errors will be corrected;

- (iv) the service will be free of viruses or other harmful components; or
- (iv) any result or outcome can be achieved.

9. LIMITATION ON LIABILITY

9.1. IN NO EVENT SHALL WE (AND OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE (INCLUDING THE APP OR CONTENT), OR THIRD-PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE (INCLUDING THE APP, CONTENT AND USER CONTENT), AND THIRD-PARTY ADS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTING SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE APP, CONTENT OR SERVICE IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR ACCESS TO AND USE OF THE SERVICE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE TERMS BETWEEN THE COMPANY AND YOU.

9.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

10. INTERNATIONAL USE

10.1. The Company makes no representation that the Service is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Service is prohibited from territories where doing so would be illegal. You access the Service at your own initiative and are responsible for compliance with local laws.

11. GOVERNING LAW

11.1. The laws of USA, Virginia State, govern these Terms and your use of the Service.

12. MISCELLANEOUS PROVISIONS

12.1. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by the Company of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained.

12.2. If any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.

12.3. Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and the Company regarding its subject matter, and supersede all prior promises, agreements or representations, whether written or oral, regarding such subject matter.

12.4. The Company may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any way, including by novation, and by accepting these Terms you give the Company consent to any such assignment and transfer. You confirm that placing on the Service of a version of these Terms indicating another person as a party to the Terms shall constitute valid notice to you of the transfer of Company's rights and obligations under the Agreement (unless otherwise is expressly indicated).

12.5. All information communicated on the Service is considered an electronic communication. When you communicate with us through or on the Service or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labelled "SUBMIT", "CONTINUE", "REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.

12.6. In no event shall the Company be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside the Company's reasonable control.

13. CONTACT

13.1. If you want to send any notice under these Terms or have any questions regarding the Service, you may contact us at: support@photica.zendesk.com.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.