

Bank of Memories Terms of Use

Last Updated: November 28, 2020

Introduction

These Terms and Conditions (which are also referred to as “Terms” throughout this document) have been drafted to provide a set of rules governing the relationship between you and Bank of Memories, LLC. This page is a legal document and is the Terms for our mobile application (hereinafter referred to as “Mobile App”) and any additional products or services provided by Bank of Memories, LLC (we will refer to these as “Services” in the Terms). Please read these Terms carefully if you intend to use our Mobile App or Services as they do indeed form a legally binding contract between you and Bank of Memories, LLC.

By using our Mobile App or Services you agree to fully comply with and be bound by the following Terms each time you use our Mobile App or Services. If you do not agree with the Terms, then do not use our Mobile App or Services. Please review the following terms carefully.

Definitions

The terms “us”, “we”, and “our” refer to Bank of Memories, LLC, the owner of the Mobile App and other Services provided by our company.

A “Member” is someone who has registered with us to use our Mobile App or Services.

All text, information, graphics, design, and data offered through our Mobile App and Services, whether produced by our Members or by us, are collectively known as our “Content”. We distinguish content posted by our Members as “Member Content”.

Acceptance of Agreement

By using our Mobile App or Services you are accepting and agreeing to the Terms and Conditions that are presented in this document. We will refer to the acceptance of these Terms as the “Agreement”. This Agreement is between you and Bank of Memories, LLC.

THE TERMS AND CONDITIONS CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING OUR MOBILE APP OR SERVICES CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT THIS PAGE AND DO NOT PROCEED FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and Bank of Memories, LLC and supersedes all other Agreements, representations, warranties, and understandings with respect to our Mobile App, Services, and the subject matter contained herein.

Eligibility and Registration for Membership

To use our Mobile App and Services you must register to become a Member. Your Membership is not transferable or assignable. Our Mobile App and Services are intended solely for Users who are at least 13 years of age or older. Any registration by, use of, or access to our Mobile App by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using our Mobile App and/or Services you represent and warrant that you are 13 years of age or older and agree to abide by all the Terms and Conditions. Bank of Memories, LLC has the sole right and discretion to determine whether to accept a Member, and may reject a Member's registration with or without explanation.

By becoming a Member, you agree that

- You can form a binding contract with Bank of Memories, LLC
- You will abide by the Terms as well as all local, state, national, and international, rules and regulations when using our Mobile App or Services.
- You are not legally banned from using our Services under any local, state, national, or international laws or governing body.
- If you are using our Services on behalf of a business or another entity, you state that you are authorized to enter into this Agreement on their behalf and can be liable for your actions while using our Mobile App or Services.

Limited License

Bank of Memories, LLC grants you a nonexclusive, nontransferable, revocable license to access and use our Mobile App and Services strictly in accordance with this Agreement.

You may not copy, distribute, sell, lease, or modify any part of our Mobile App or Services. Nor are you allowed to reverse engineer or attempt to extract the source code of our software, unless laws prohibit these restrictions or you have our written permission to do so.

Accounts, Account Security, and Mobile Number Updates

A Member is responsible for the activity that occurs under their account while using Bank of Memories, LLC's Mobile App or Services.

When you sign up for an account, you may be required to establish a username and password. If you create an account with us, you are responsible for maintaining the confidentiality of your account password and for any activity that occurs under your account. **We are not responsible for any loss or damage arising from your failure to maintain the confidentiality of your password. Your password cannot be restored, so be sure to write down your password on paper and save to multiple sources to prevent its loss.**

Furthermore, a Member agrees to the following conditions regarding accounts and security:

- You will not attempt to create more than one account for our Mobile App and other Services. Creation of multiple accounts can lead to the permanent suspension or closure of the accounts as well as the Member's access to our Mobile App and Services.
- If your account has been suspended or closed, you may not make another account unless you have been given permission by a representative of Bank of Memories, LLC to do so.
- You will not share your password.
- You will not login or attempt to access our Mobile App or Services using a third-party application, site, or any other form of software.
- You will keep your account information up to date to prevent message delivery issues with other Members.

Termination of Membership

Your membership with us is effective until terminated by you or us. Your rights under these Terms and Conditions will terminate without our notice if you fail to comply with any term of these Terms and Conditions. On termination, you will stop representing yourself as a registered Member. You must uninstall our Mobile App, delete or destroy any information or content (including all copies) obtained from our Mobile App. Certain provisions of this Agreement, including but not limited to copyrights, indemnity, trademarks, limitation of liability, warranty and jurisdictional issues will survive the termination of this Agreement.

Our Intellectual Property

Our Mobile App may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of our Mobile App or Services does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of Bank of Memories, LLC.

Our Content, as found within our Mobile App and Services, is protected by the laws of Georgia and foreign copyrights. Copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our Mobile App and Services does not grant you any ownership rights to our Content.

Privacy Policy

Our Privacy Policy is considered part of this Agreement and available in our Mobile App. You must review our Privacy Policy by clicking on this link. If you do not accept and agree to being bound by all of the terms of this Agreement, including our Privacy Policy, do not use our Mobile App or our Services.

Member Conduct

Members may post their content to our Mobile App through our Services (Member Content). Members understand that by using our Mobile App or Service they may be exposed to content that is offensive, indecent, or objectionable. We have no control over Member Content and do not in any way guarantee its quality, accuracy, or integrity. Bank of Memories, LLC is not responsible for the monitoring or filtering of any Member Content. **Should any Member Content be found illegal, Bank of Memories, LLC will find the member as all the content will be marked and associated with members. Bank of Memories reserves the right to disable Member Accounts if the content appeared to be illegal and harmed someone.**

You warrant that you will not use our Services to infringe the intellectual property rights of others in any way. In accordance with the DMCA and other applicable laws, we have adopted a policy of terminating Members who we deem, in our sole discretion, to be infringers of others' intellectual property rights.

As a Member you agree not to use our Services to do any of the following

- 1) Upload, post, or otherwise transmit any Member Content that:
 - a. Violates any local, state, federal, or international laws
 - b. Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party

- c. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable
- d. Links directly or indirectly to any materials to which you do not have a right to link
- e. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers
- f. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or extract information from our Mobile App or Services
- g. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation
- h. In the sole judgment of Bank of Memories, LLC is objectionable or restricts or inhibits any other person from using or enjoying our Mobile App or Services, or which may expose Bank of Memories, LLC our affiliates, or our Users to any harm or liability of any type

2) Use our Content to

- a. Develop a competing Mobile App
- b. Create compilations or derivative works as defined under United States copyright laws
- c. Redistribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism

3) Decompile, disassemble, or reverse engineer our Mobile App, Services, and any related software

4) Use our Mobile App or Services in any manner that violates this Agreement or any local, state, federal, or international laws.

Ownership, Copyrights, and Licenses

You will retain the copyrights to content you post, upload, or transmit to our Mobile App. However, you agree to grant Bank of Memories, LLC a nonexclusive, irrevocable, royalty-free, worldwide license to use, edit, publicly display, advertise, reproduce and distribute such content for any purpose, including producing derivative works, or incorporating into other works. Bank of Memories, LLC will hold this license indefinitely. You also agree that you do not have any claim to any intellectual property or derivative work based on your content produced by Bank of Memories, LLC.

Content Disclaimer

Our Content may be changed without notice and is not guaranteed to be complete, correct, timely, current, or up-to-date. Similar to any printed materials, the Content may become out-of-date. We undertake no obligation to update any Content on our Mobile App. Members are responsible for their own content where applicable and may update their Content at any time without notice and at their sole discretion.

Warranty Disclaimer

Bank of Memories, LLC is not responsible or liable in any manner for any content posted in our Mobile App or in connection with our Services, whether posted or caused by Members of our Mobile App, or by Bank of Memories, LLC. Although we provide rules for Member conduct and postings, we do not control and are not responsible for what Members post, transmit, or share on our Mobile App or Services, and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter using our Mobile App or Services. Moreover, Bank of Memories, LLC is not liable for the delivery of Member Content between Members. The delivery includes the accuracy of the recipient or sender's account, the Member Content being transferred, the integrity of the data, and the means in which the data is transmitted over to our network. Bank of Memories, LLC is not responsible for the online or offline conduct of any User of our Mobile App or Services.

Our Mobile App or Services may be temporarily unavailable from time to time for maintenance or other reasons. Bank of Memories, LLC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission.

Bank of Memories, LLC is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email on account of technical problems or traffic congestion on the Internet, or any combination thereof, including injury or damage to Members' or to any other person's computer, mobile phone, or other hardware or software related to or resulting from using or downloading materials in connection with our Mobile App or Services, including without limitation any software provided through our Mobile App or Services. Furthermore, Bank of Memories, LLC is not liable for any charges incurred by mobile data providers, ISPs, third-party affiliations, and other organizations that might charge fees for the use of our Mobile App or Services on their network or devices.

Under no circumstances will Bank of Memories, LLC be responsible for any loss or damage, including any loss or damage or personal injury or death resulting from anyone's use of our Mobile App or Services, or any interactions between Users of our Mobile App or Services, whether online or offline.

THE INFORMATION, CONTENT, AND DOCUMENTS FROM OR THROUGH OUR MOBILE APP ARE PROVIDED 'AS-IS', 'AS AVAILABLE', WITH 'ALL FAULTS', AND ALL EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY

FOR A PARTICULAR PURPOSE). OUR MOBILE APP AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS.

BANK OF MEMORIES, LLC INCLUDING ALL OUR AFFILIATES, HAS NO LIABILITY WHATSOEVER FOR YOUR USE OF OUR MOBILE APP OR SERVICES. BANK OF MEMORIES, LLC CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF OUR MOBILE APP OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RELATED SOFTWARE. BANK OF MEMORIES, LLC DOES NOT REPRESENT OR WARRANT THAT OUR CONTENT, SERVICES, OR ANY SOFTWARE FOUND WITHIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO OUR MOBILE APP, SERVICES, AND RELATED SOFTWARE IS DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AND RELATED SOFTWARE FROM OR THROUGH OUR MOBILE APP OR SERVICES AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE AND ALL OF OUR AFFILIATES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH. BANK OF MEMORIES, LLC ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND

OUR MOBILE APP AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR MOBILE APP OR SERVICES WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limitation of Liability

Bank of Memories, LLC as well as all our Affiliates, will not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from our Mobile App or Services, (b) any product liability issues to the extent that we are not involved with the manufacturer of the product(s) giving rise to liability, (c) the unavailability or interruption of our Mobile App or Services, (d) your

use of our Mobile App our Content, (e) the Content contained on our Mobile App or Services, or (f) any delay or failure in performance of our Mobile App and Services beyond our control.

IN NO EVENT WILL BANK OF MEMORIES, LLC OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR MOBILE APP, CONTENT, SERVICES, OR ANY RELATED SOFTWARE, ACCESSED THROUGH OR DOWNLOADED FROM OUR MOBILE APP OR SERVICES, EVEN IF

BANK OF MEMORIES, LLC IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BANK OF MEMORIES, LLC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR

OUR MOBILE APP AND/OR SERVICES ACCESSED DURING THE PREVIOUS MONTH OF YOUR MEMBERSHIP PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

Refund and Return Policy

We have no refund policy at this time.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Mobile App, Content, Services, and any software provided therein.

Choice of Law and Jurisdiction

This Agreement will be treated as if it were executed and performed in Tbilisi, Georgia.

Arbitration

Any legal controversy or claim arising from or relating to this Agreement and/or our Service, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to website or mobile app operations, intellectual property, and our Service will be settled solely by binding arbitration in accordance with the commercial **arbitration rules of the arbitration in Georgia**. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. Each party will bear a half of the arbitration fees and costs.

Indemnification

You agree to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, affiliates, assigns, third party suppliers of information, software, services, and documents, free from any liability, loss, claim, and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our Mobile App or Services.

Severability and Survival

Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such provision, nor of the right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

Changes to Our Terms and Conditions

We reserve the right to change these Terms and Conditions at any time by giving you advanced notice of the changes by email or in writing. We will also post these changes on our Mobile App. These changes will become effective 30 days after receiving the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Mobile App, Services, and Products after any change to these Terms and Conditions and notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms and Conditions, you can choose to discontinue the use of our Mobile App, Services, and Products.

For comments, questions, concerns, or suggestions, please email a@bankofmemories.org for all inquiries regarding Bank of Memories, LLC's products or services.

Bank of Memories, LLC

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