

Privacy Policy

This Privacy Policy describes the privacy practices of StickerBox in connection with the StickerBox mobile application (the “App”).

Personal Information We Collect

When you use the App, we may collect information about you, including:

- **Photographs you provide when you use the App**, via your camera or camera roll (if you have granted us permission to access your camera or camera roll). We obtain only the specific images you chose to modify using the App; we do not collect your photo albums even if you grant us your access to them.
Please note that while we do not require or request any metadata attached to the photographs you upload, metadata (including, for example, facial and hair landmarks) may be associated with your photographs as a result of our processing.
- **Sticker you create when you use the App**, we obtain only the specific stickers you create using the App and metadata (including, for example, embellishments used as well as facial and hair landmarks) may be associated with your sticker as a result of our processing.
- **Face data when you use the App**, we obtain only facial and hair prediction mask you chose to modify using the App; we do not collect any other info that can describe you such as gender, age, name, address etc.
- **App usage information**, such as information about how you use the App and interact with us, including your preferred language, the date and time when you first installed the App and the date and time you last used the App.
- **Purchase history**, if you choose to purchase an App subscription, such as confirmation that you are a paid subscriber to the App.
- **Device identifiers**, such as your computer and mobile device operating system type and version number, manufacturer and model, device ID, push tokens, Google Advertising ID, Apple ID for Advertising, browser type, screen resolution, IP address (and the associated country in which you are located), the website you visited before visiting our Site; and other information about the device you are using to visit the App.
- **Internet or network information**, such as information about your use of and actions on the App and the Sites, including pages or screens you viewed, how long you spent on a page or screen, navigation paths between pages or screens, information about your activity on a page or screen, access times, and length of access. Our service providers and certain third parties (e.g., online advertising networks and their clients) also may

collect this type of information over time and across third-party websites and mobile applications. This information may be collected on our Site using cookies, browser web storage (also known as locally stored objects, or “LSOs”), web beacons, and similar technologies. We may collect this information directly or through our use of third-party software development kits (“SDKs”). SDKs may enable third parties to collect information directly from our App.

How We Use Your Personal Information

We do not use the photographs you provide when you use the App for any reason other than to provide you with the sticker creation functionality of the App. We may use information other than photographs for the following purposes:

To operate and improve the App:

- Enable you to use the App’s features;
- Establish and maintain your account, if you choose to log in to the app;
- Communicate with you about the App, including by sending you announcements, updates, and security alerts, which we may send through a push notification, and responding to your requests, questions and feedback;
- Provide technical support and maintenance for the App; and
- Perform statistical analysis about use of the App.

To send you marketing and promotional communications. We may send you marketing communications as permitted by law. You will have the ability to opt-out of our marketing and promotional communications as described in the Opt out of marketing section below.

For compliance, fraud prevention, and safety. We may use your personal information and disclose it to law enforcement, government authorities, and private parties as we believe necessary or Appropriate to: (a) protect our, your or others’ rights, privacy, safety or property (including by making and defending legal claims); (b) enforce the terms and conditions that govern the Service; and (c) protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.

With your consent. In some cases, we may specifically ask for your consent to collect, use or share your personal information, such as when required by law.

To create anonymous, aggregated or de-identified data. We may create anonymous, aggregated or de-identified data from your personal information and other individuals whose personal information we collect. We make personal information into anonymous, aggregated or de-identified data by removing information that makes the data personally identifiable to you.

We may use this anonymous, aggregated or de-identified data and share it with third parties for our lawful business purposes.

How We Share Your Personal Information

We do not disclose user photographs to third parties (with the exception of uploading an image to our cloud providers Google Cloud Platform and Amazon Web Services to provide the sticker generation and sticker sharing features of the App). We may share your non-photograph information in the following circumstances:

Affiliates. We may share App usage information with our subsidiaries and affiliates, for purposes consistent with this Privacy Policy.

Service providers. We may share your personal information with services providers that perform services on our behalf or help us operate the App (such as customer support, hosting, analytics, email delivery, marketing, and database management services). These third parties may use your personal information only as directed or authorized by us and in a manner consistent with this Privacy Policy, and are prohibited from using or disclosing your information for any other purpose.

Third-party platforms and social media networks. If you have enabled features or functionality that connect the App to a third-party platform or social media network (such as by logging into StickerBox using your account with the third-party, providing your API key or similar access token for the App to a third-party, or otherwise linking your account with the App to a third-party's services), we may disclose the personal information that you authorized us to share (such as when you elect to upload a photograph to your social media account). We do not control the third-party platforms' use of your personal information, which is governed by that third party's privacy policy and terms and conditions.

Professional advisors. We may disclose your personal information to professional advisors, such as lawyers, bankers, auditors and insurers, where necessary in the course of the professional services that they render to us.

For compliance, fraud prevention and safety. We may share your personal information for the compliance, fraud prevention and safety purposes described above.

Business transfers. We may sell, transfer or otherwise share some or all of our business or assets, including your personal information, in connection with a business transaction (or potential business transaction) such as a corporate divestiture, merger, consolidation, acquisition, reorganization or sale of assets, or in the event of bankruptcy or dissolution.

Compliance with Law

We may be required to use and share your personal information to comply with applicable laws, lawful requests, and legal process, such as to respond to subpoenas or requests from government authorities.

Security Practices

We use commercially reasonable security practices to help keep the information collected through the App secure and take reasonable steps to verify your identity before granting you access to your account (if you have an account with us). However, StickerBox cannot ensure the security of any information you transmit to StickerBox or guarantee that information on the App may not be accessed, disclosed, altered, or destroyed.

Please do your part to help us. You are responsible for maintaining the confidentiality of your login information and device identifiers, and for controlling access to communications between you and StickerBox, at all times. Your privacy settings may also be affected by changes the social media services you connect to StickerBox make to their services. We are not responsible for the functionality, privacy, or security measures of any other organization.

Cross-Border Data Transfers

We store the information we collect in connection with the App on Amazon Web Services and Google Cloud Platform. For Amazon Web Services and Google Cloud Platform, we specify data storage at an available location closest to you when you use the App. Your personal information may be accessed by our service providers in other locations outside of your state, province, or country. Your device ID (and general App usage information) may also be accessed by the Company's technical support team in other locations outside of your state, province, or country.

Children

The App is not directed at children under the age of 13, and our Terms of Use do not allow children under 13 years of age to use the App. If we learn that we have collected personal information of a child under the age of 13, we will delete it. We encourage parents with concerns to contact us.

Terms of Use

You must be at least 13 years old to use the Service.

You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content (defined below), including but not limited to, copyright laws. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Service.

You must not access StickerBox's private API by means other than those permitted by StickerBox.

You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any StickerBox page is rendered or displayed in a user's browser or device.

Violation of these Terms of Use may, in StickerBox's sole discretion, result in a ban of StickerBox usage. You understand and agree that StickerBox cannot and will not be responsible for the Content stylize on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for StickerBox, we can stop providing all or part of the Service to you.

General Conditions

We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. If we terminate your access to the Service your photos, comments, likes, friendships, and all other data will no longer be accessible to us.

Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.

We reserve the right, in our sole discretion, to change these Terms of Use ("Updated Terms") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the

Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.

We reserve the right to refuse access to the Service to anyone for any reason at any time. There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Service. The Service also includes third-party content that we do not control, maintain or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. For example, the Service may include a feature that enables you to share Content from the Service or your Content with a third party, which may be publicly posted on that third party's service or application. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. StickerBox does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that StickerBox is in no way responsible or liable for any such third-party services or features. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an "Application") and such Application may interact with, connect to or gather and/or pull information from and to your Service profile. By using such Applications, you acknowledge and agree to the following: (i) your use of an Application is at your own option and risk, and you will hold the StickerBox Parties (defined below) harmless for activity related to the Application. You agree that you are responsible for all data charges you incur through use of the Service. We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with StickerBox's express consent).

Rights

StickerBox does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to StickerBox a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you stylize on or through the Service, subject to the Service's Privacy Policy. Some of the Service is supported by

advertising revenue and may display advertisements and promotions, and you hereby agree that StickerBox may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.

You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.

You represent and warrant that: (i) you own the Content stylized by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you stylize on or through the Service; and (iii) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

The Service contains content owned or licensed by StickerBox ("StickerBox Content"). StickerBox Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and StickerBox, StickerBox owns and retains all rights in the StickerBox Content and the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the StickerBox Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the StickerBox Content.

The StickerBox name and logo are trademarks of StickerBox, and may not be copied, imitated or used, in whole or in part, without the prior written permission of StickerBox, except in accordance with our brand guidelines. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of StickerBox, and may not be copied, imitated or used, in whole or in part, without prior written permission from StickerBox.

Although it is StickerBox's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, StickerBox reserves the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by StickerBox, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. StickerBox will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.

Except as otherwise described in the Service's Privacy Policy, as between you and StickerBox, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content.

Disclaimer of Warranties

THE SERVICE, INCLUDING, WITHOUT LIMITATION, StickerBox CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER StickerBox NOR ITS PARENT COMPANY NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "StickerBox PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE StickerBox CONTENT; © USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO StickerBox OR VIA THE SERVICE. IN ADDITION, THE StickerBox PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE StickerBox PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE StickerBox PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE StickerBox PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE StickerBox PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

THE StickerBox PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY,

CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

Limitation of Liability; Waiver

UNDER NO CIRCUMSTANCES WILL THE StickerBox PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE StickerBox CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE StickerBox PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE StickerBox PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE StickerBox PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE StickerBox PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF StickerBox'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE,

PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE StickerBox PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE StickerBox PARTIES.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

StickerBox IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

Indemnification

You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at StickerBox's request), indemnify and hold the StickerBox Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by StickerBox in the defense of any claim. StickerBox reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of StickerBox.

Arbitration

Except if you opt-out or for disputes relating to: (1) your or StickerBox's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); (2) violations of the API Terms; or (3) violations of provisions 13 or 15 of the Basic Terms, above ("Excluded Disputes"), you agree that all disputes between you and StickerBox (whether or not such dispute involves a third party) with regard to your relationship with StickerBox, including without limitation disputes related to these Terms of Use, your use of the Service, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and StickerBox hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf. Neither you nor StickerBox will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if StickerBox is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either StickerBox or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use.

You may opt out of this agreement to arbitrate. If you do so, neither you nor StickerBox can require the other to participate in an arbitration proceeding. To opt out, you must notify StickerBox in writing within 30 days of the date that you first became subject to this arbitration provision.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with StickerBox.

Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with StickerBox must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

Governing Law & Venue

These Terms of Use are governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. For any action at law or in equity relating to the arbitration provision of these Terms of Use, the Excluded Disputes or if you opt out of the agreement to arbitrate, you agree to resolve any dispute you have with StickerBox exclusively in a state or federal court located in California, and to submit to the personal jurisdiction of the courts located in California for the purpose of litigating all such disputes.

If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. StickerBox's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. StickerBox reserves the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of your transactions with StickerBox.

Entire Agreement

If you are using the Service on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between you and StickerBox and governs your use of the Service, superseding any prior agreements between you and StickerBox. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of StickerBox. Any purported assignment or delegation by you without the appropriate prior written consent of StickerBox will be null and void. StickerBox may assign these Terms of Use or any rights hereunder without your consent. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms of Use remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.

Territorial Restrictions

The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject StickerBox to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that StickerBox provides.

Software related to or made available by the Service may be subject to United States export controls. Thus, no software from the Service may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

The effective date of these Terms of Use is November 1, 2016. These Terms of Use were written in English (US). To the extent any translated version of these Terms of Use conflicts with the English version, the English version controls.

Subscription

StickerBox offers the possibility to purchase a premium access subscription, which shall provide You with unlimited possibilities for creating customized stickers ("Subscription"). Subscription is billed ("Subscription Fee") according to the subscription period, which may amount to one week (billed at \$7.99), one month (billed at \$9.99), or one year (billed at \$19.99). The pricing may vary depending on your regions and the current promotional campaigns. Payment will be taken from Your iTunes or Google Play account ("Account") when You confirm the Subscription. Trial Subscription is offered free of charge for the period of three days from activation. If You do not cancel the Subscription within the three-day period, Subscription Fee shall be taken from Your Account when the trial period expires. Please note that Your Subscription begins immediately after the activation of a trial Subscription, not after the seven-days trial period.

Subscription is renewable automatically, unless You cancel it at least 24 hours before the expiry of the current Subscription. Subscription Fee shall be taken from Your Account during 24 hours preceding the expiry of the current Subscription. In case Subscription Fee cannot be taken from Your Account due to absence of monetary funds, invalidity of credit card or for any other reasons, Your Subscription is automatically cancelled.

Once You have bought a Subscription, You can manage it and switch off automatic renewal at any time after the purchase in Your Account setting. You cannot cancel Your current Subscription if it has already been activated. Except when required by law, paid Subscription Fees are non-refundable.

StickerBox, in its sole discretion and at any time, may modify the Subscription Fee. Any Subscription Fee change will become effective at the end of the current Subscription period. You will be provided a reasonable prior notice of any change in Subscription Fee. If You do not take action to agree to the increase in Subscription Fee, Your Subscription shall expire at the end of the current Subscription period.

You acknowledge and agree that all billing and transaction processes are handled by App Store or Google Play, from whose platform You downloaded the App, and are governed by their terms and conditions. If You have any payment related issues, then You need to contact App Store or Google Play directly.

Changes to the Privacy Policy & Terms of Use

We reserve the right to modify these Privacy Policy & Terms of Use at any time. If we make material changes to this Privacy Policy, we will notify you by updating the date of this Privacy Policy and posting it on the App. We may, and if required by law, will, provide notification of changes in another way that we believe is reasonably likely to reach you, such as through the App.

Any modifications to this Privacy Policy & Terms of Use will be effective upon our posting the new terms and/or upon implementation of the new changes on the App (or as otherwise indicated at the time of posting). In all cases, your continued use of the App after the posting of any modified Privacy Policy indicates your acceptance of the terms of the modified Privacy Policy.

How to Contact Us

Please direct any questions or comments about this Privacy Policy & Terms of Use or privacy practices to appstore@yellow.systems.