

# Terms of Use / Privacy Policy

These terms and conditions outline the rules and regulations for the use of Looper.

By accessing to the Service, we assume you accept these terms and conditions in full. You may not use Looper if you do not accept all of the terms and conditions stated on this page.

#### **Basic Introduction**

In order to use the service or access the content, you are agreeing to the following terms and conditions.

Looper does NOT claim ANY ownership rights in the images, photos, video, works of authorship, or any other materials (collectively, "Content") that you created, you are solely responsible for all the Content that you create using the Service.

It is your responsibility to make sure your use of the Services is legal where you use them. And you retain the rights to all the Content you created.

# **Privacy Policy**

Protecting your privacy is important to us. We hope the following statement will help you understand how Looper deals with the personal identifiable information ('PII') you may occasionally provide to us via Internet .

Generally, we do not collect any PII from you when you download our iOS, Android applications. To be specific, we do not require the consumers to get registered before downloading the application, nor do we keep track of the consumers' visits of our application, we even don't have a Server to store such PII.

The only situation we may get access to your PII is when you personally decide to email us your feedback or to provide us with a bug report. The PII we may get from you in that situation are strictly limited to your name, email address and your survey response only.

In above situation, we guarantee that your PII will only be used for contacting you and improving our services. We will never use such information (e.g. your name and email address) for any other purposes, such as to further market our products, or to disclose your personal information to a third party for commercial gains.

It should be noted that whether or not to send us your feedback or bug report is a completely voluntary initiative upon your own decision. If you have concern about your PII being misused, or if you want further information about our privacy policy and what it means, please feel free to email us at apps@iokanan.com, we will endeavor to provide clear answers to your questions in a timely manner.

#### **User Data**

All user personal, digital (such as images or videos) data is private and is not accessible to the Looper team nor any third party service. The only information that is available to third party services are shared information that gives a better experience between users and advertisers. This information is only shared if the user desires to and accepts to share this information to our third party advertisers.

## **Subscription Terms**

#### 1. Trial

We may offer a trial subscription for service. Unless you cancel at least 24 hours before the end of the trial, you will be automatically charged a price indicated on the payment screen for a chosen subscription period.

## 2. Subscription

The subscription renews automatically at the end of each period (each month or 12 months depending on the option selected by you at the time of purchase) until you cancel.

#### 3. Payment method

Payment will be charged to the registered payment method you submitted on your Apple ID or Google Play account at the billing configuration at confirmation of purchase. You authorize us to charge the applicable fees to the payment method that you submit.

#### 4. Cancellation

Cancelling your subscription means that the automatic renewal will be disabled, but you will still have access to all your subscription features for the remaining time of then-current period. Note that deleting the app does not cancel your subscriptions.

If you purchased a subscription or enabled trial on App Store: You can cancel a trial or a subscription anytime by turning-off autorenewal through your Apple ID account settings. To avoid being charged, cancel the subscription in your Apple ID account settings at least 24 hours before the end of the trial or then-current subscription period. You alone can manage your subscriptions. Learn more about managing subscriptions (and how to cancel them) on Apple support page.

If you purchased a subscription or enabled trial on Google Play: You can cancel a trial or a subscription anytime by turning off auto-renewal through your Google Play account settings. To avoid being charged, cancel the subscription in your account settings at least 24 hours before the end of the trial or then-current subscription period. You alone can manage your subscriptions. Learn more about managing subscriptions (and how to cancel them) on Google's support page.

## 5. Changes

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 the app and/or by sending you an email notification, or in other prominent way. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect.

#### 6. Refunds

If you purchased a subscription or enabled trial on App Store: If you are eligible for a refund, you'll have to request it directly from Apple. To request a refund, follow these instructions from the Apple support page.

If you purchased a subscription or enabled trial on Google Play: If you are eligible for a refund, you'll have to request it directly from Google. To request a refund, follow these instructions from the Google's support page.

Any purchased Looper Coins Pack is non refundable, also, any video purchased with Looper Coins at Looper Cloud is non refundable.

## **Looper Cloud Service**

Looper Cloud can be and must only be used within the iOS, macOS, iPadOS or Android version of Looper. Looper Cloud videos included on all Looper Pro subscriptions are prohibited from using outside Looper App unless purchased with Looper Coins directly within the App. Looper reserves the right to update, edit, remove videos from Looper Cloud at any time in its sole discretion.

## **Perpetual Looper Cloud Video Purchase License Agreement**

This Perpetual Video License Agreement ("Agreement") is made and entered into as of the date of purchase, same which applies to all Looper Cloud videos obtained with Looper Coins or any other type of token available at Looper app.

#### 1. Grant of License

Licensor hereby grants to Licensee a perpetual, non-exclusive, non-transferable license to use the video(s) purchased in any manner the Licensee desires, subject to the terms and conditions set forth in this Agreement.

#### 2. Restrictions

Licensee agrees not to: a. Sell, resell, or distribute the Video in any form, including, but not limited to, physical copies, digital downloads, or streaming services. b. Transfer, sublicense, or assign the rights granted under this Agreement to any third party without the prior written consent of Licensor.

## 3. Ownership

Licensor retains all rights, title, and interest in and to the Video, including all intellectual property rights. This Agreement does not grant Licensee any ownership rights to the Video.

#### 4. Modifications and Derivative Works

Licensee may create derivative works based on the Video for their own use. However, any such derivative works shall remain subject to the restrictions set forth in this Agreement, particularly the restriction on resale and distribution.

#### 5. Indemnification

Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with Licensee's use of the Video.

## 6. Limitation of Liability

In no event shall Licensor be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement, even if Licensor has been advised of the possibility of such damages.

#### 7. Termination

Licensor reserves the right to terminate this Agreement immediately upon notice to Licensee if Licensee breaches any term of this Agreement. Upon termination, Licensee shall cease all use of the Video.

## **Looper Safe Service**

Looper Safe is and can only be accessed from within the same Looper Safe service. It is forbidden to use, edit or alter any Looper Safe backup, as its purpose is to only be used within the iOS, macOS, iPadOS or Android version of Looper to restore videos and data from it.

#### **Modifications to These Items**

Looper reserves the right to alter these Terms at any time in its sole discretion. When we make material changes to the Terms, we'll provide you with prominent notice in appropriate way, please make sure you have read the notice in advance carefully. Your continued use of the Looper Services after such notification of changes to the Terms will constitute your agreement and acceptance to such changes. You may stop using the Service under the new version of these Terms if you object to the changes.

## **Disclaimer of Warranty**

Looper Service is provided "AS IS" AND "AS AVAILABLE", without express or implied warranty or condition of any kind. you use the Looper Service at your own risk. To the fullest extent permitted by applicable law, Looper and all owners of the content make no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement.

## **Limitations of Liability**

In no event shall Looper be liable for any loss or damages (including without limitation of any direct, indirect, punitive, special, incidental or consequential loss or damage):

- · Access to the Service or inability to access to the Service;
- Any third party's conduct, content, information or data;
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and/or use of (or your inability to access and use) the Looper Services, including, without limitation, making private content public or any damage caused to your computer or software or information stored thereon;
- Any unauthorized access to or use of Looper Services and/or any and all personal, private, and/ or other information stored therein.

#### Thank You

Thank you for reading our Terms. Hope you enjoy using Looper!

## **Support and Contact**

If you have any questions please contact us by email at support@barbapps.co