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- Use our application to upload, post, email, or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through our application;
- Interfere with or disrupt the operation of our application or servers or networks connected to our application, or disobey any requirements, procedures, policies, or regulations of networks connected to our application;
- Use our application to engage in any commercial activities or to solicit others to buy or sell products or services without our prior written consent;

- Use any data mining, robots, or similar data gathering or extraction methods in connection with our application; or
- Attempt to gain unauthorized access to our application or any of its features or services, other accounts, computer systems, or networks connected to our application through hacking, password mining, or any other means.

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6. Limitation of Liability

IN NO EVENT WILL WE, OUR AFFILIATES, OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APPLICATION, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE APPLICATION OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

7. Indemnification

You agree to defend, indemnify, and hold harmless us, our affiliates, licensors, and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Application, including, but not limited to, your User Contributions, any use of the Application's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Application.

8. Governing Law and Jurisdiction

All matters relating to the Application and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Georgia without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Application shall be instituted exclusively in the federal courts of the United States or the courts of Georgia in each case located in the City of Georgia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

9. Waiver and Severability

No waiver of by us of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of us to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

10. Entire Agreement

The Terms of Use, our Privacy Policy, and any other policies posted on the Application constitute the sole and entire agreement between you and us regarding the Application and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Application.

11. Your Comments and Concerns

The Application is operated by Ivanin Eugene. All feedback, comments, requests for technical support, and other communications relating to the Application should be directed to: eugene.facefab@gmail.com