

TERMS OF USE

Updated and Effective as of January 8, 2024

Welcome to our apps!

1. ACCEPTANCE OF THE TERMS

1.1. These Terms of Service (referred to as "Terms") constitute a legal agreement between you (referred to as "User") and GOTOTOP LTD (referred to as "we," "us," or "our") governing your use of our Apps (defined below), the website (www.gototop.app), and all associated content materials (referred to collectively as the "App").

1.2. Additionally, we urge you to take a moment to review our Privacy Policy. The terms outlined in the Privacy Policy, along with any other supplementary terms, policies, or documents that may be periodically posted on the Service, are fully integrated into these Terms. Please be aware that we retain the sole discretion to make changes or adjustments to these Terms at any time and for any reason.

1.3. PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING OR USING THE APP. BY ACCEPTING THESE TERMS, OR USING THE APP YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT UNDERSTAND THE TERMS, OR DO NOT ACCEPT ANY PART OF THEM, THEN YOU SHOULD NOT USE THE APP.

1.4. The App is provided by GOTOTOP LTD whose place of business is at 28 Oktovriou 367, MEDITERRANEAN COURT, 1st Floor, Flat/Office A5, 3107, Nicosia, Cyprus (e-mail: support@gototop.app).

IMPORTANT STATEMENT

Our services encompass subscriptions that automatically renew. We urge you to thoroughly review these policies, particularly Section 8, prior to commencing a trial or completing a purchase for our app's auto-renewing subscription service. To avoid charges, it is essential to proactively cancel your subscription at least 24 hours before the conclusion of the free trial or the ongoing subscription period.

2. THE SERVICE AND IMPORTANT DISCLAIMERS

2.1. The Service consists of the website www.gototop.app, our mobile applications (hereinafter referred as the "App", or "The Service").

2.2. **NOT A MEDICAL PROVIDER:** WE ARE NOT A MEDICAL CARE PROVIDER, AND OUR APPS IS NOT INTENDED TO PROVIDE MEDICAL CARE, OFFER MEDICAL ADVICE, DIAGNOSE, OR PROVIDE PERSONALIZED HEALTH GUIDANCE. THE APPS SERVE AN INFORMATIVE PURPOSE, HELPING YOU ASSESS YOUR EMOTIONS AND OVERALL MENTAL WELL-BEING. PRIOR TO MAKING ANY DECISIONS OR TAKING ACTIONS THAT COULD IMPACT YOUR HEALTH AND SAFETY, WE STRONGLY ADVISE CONSULTING A LICENSED PHYSICIAN OR QUALIFIED HEALTHCARE PROFESSIONAL. WE DISCLAIM ANY LIABILITY FOR ERRORS, OMISSIONS, UNINTENDED TECHNICAL INACCURACIES, OR TYPOGRAPHICAL ERRORS IN THE MATERIALS PROVIDED, AS WELL AS ANY VIOLATION OF ETHICAL OR MORAL STANDARDS.

2.3. IN CASE OF A MEDICAL EMERGENCY, PLEASE CALL YOUR LOCAL EMERGENCY SERVICES IMMEDIATELY OR VISIT THE NEAREST EMERGENCY ROOM OR URGENT CARE CENTER. ADDITIONALLY, IT'S ESSENTIAL TO CONSULT YOUR HEALTHCARE PROVIDER BEFORE INITIATING ANY NUTRITION, DIET, EXERCISE, FITNESS, MEDICAL, OR WELLNESS PROGRAM.

2.4. **AI-GENERATED ADVICE:** CERTAIN PIECES OF ADVICE AND DIALOGUES WITHIN THE APP ARE GENERATED BY MACHINE LEARNING AND ARTIFICIAL INTELLIGENCE. WE DO NOT OFFER ANY WARRANTIES CONCERNING THESE PIECES OF ADVICE AND DIALOGUES, WHETHER EXPLICITLY STATED OR IMPLIED, INCLUDING GUARANTEES OF ACCURACY, RELIABILITY, SUITABILITY FOR SPECIFIC PURPOSES, OR NON-INFRINGEMENT.

2.5. Our Apps are for informational and entertainment purposes. The App may provide educational content related to ADHD and health management, promoting general knowledge and awareness about these topics.

3. ALTERATIONS AND UPDATES

3.1. We may update these Terms from time to time to reflect any changes: (i) in our policies or relevant laws; (ii) in the functionality of the Service; or (iii) imposed on us by any third party suppliers. If you do not agree with the updated Terms you should stop using the Service. If you do not object to the updated Terms within a reasonable time after they are updated Terms are deemed accepted by you.

3.2. We reserve the right to withdraw, take down or amend all or part of the Service and all or part of the content available on the Service at any time to, for example, reflect changes to the law or new technical developments. Any changes will take into account your reasonable interests. Access to all or part of the Service may be restricted from time to time to allow for repairs, maintenance or updating. This may result in you not being able to use the Service until you have downloaded the latest version and accepted any new terms.

4. ACCESS/USE OF THE APPS

4.1. We provide you with the range of content and you can access it either by downloading the App.

4.2. To conclude this contract and access the App, you must be at least 18 years old. If you are under 18, your parent or guardian must review and accept the Terms, and by using the App, you confirm that your parent or guardian has so reviewed and accepted this Agreement. By using the Service, you promise to us that you accept these Terms. If we reasonably believe that you do not sufficiently fulfil these criteria, we may suspend your use of the Service until you have provided us with acceptable proof of age.

4.3. To access the Service and use special features, you may need to register with us. To register, you must provide us any registration information that may include: your email address and password of your choosing, sometimes your phone number. Any content or information you submit through the Service is governed by the our Privacy Policy. Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

4.4. You are responsible for your account with us and any activity that takes place on your account, whether or not such activity was authorized by you. You must ensure that the details you provide to us are correct and kept up to date and that your password is, and remains, secure and confidential. You must inform us of any changes to the details you provided when registering with us.

4.5. As a condition of using the App, you agree not to use the App for any purpose that is prohibited by this Agreement. You are responsible for all of your activity in connection with the App and you shall abide by all local, state, national, and international laws and regulations and any applicable regulatory codes.

4.6. We reserve the right to suspend or remove your account, cancel, reassign or disable and/or prohibit your use of the Service, without prior notice, if we believe there may have been a breach of security or if activities occur on your account that we believe breach these Terms.

4.7. Access to and use of the Service requires a compatible device and internet connection. Although we are working to ensure that the Service is compatible across various devices, we cannot guarantee that the Service will work with all devices. The Service currently requires: or the App, smartphones running iOS 10.0/ Android 7.0 (or later) operating systems.

4.8. It is your responsibility to ensure that your device complies with these requirements. Your use of the Service may vary in functionality, availability and quality depending on the type of the device and the operating system that it uses and app accepts no responsibility for any lack of functionality that is due to your equipment (including your device, internet connection, operating system or settings and software).

4.9. It is your responsibility to pay for all costs and expenses that you may incur while using the Service (including, but not limited to, all telephone call or line charges or Internet data service access charges).

5. USER-GENERATED CONTENT

5.1. You are solely responsible for your use of the Service and any videos, words, information, messages, audio content and any other content that you upload to or create via the Service, whether privately transmitted or made publicly available (together, "User Content").

5.2. In other words, the text or content you input into the message field and send through the App, as well as any content generated by the AI via the App, is collectively referred to as 'User Content.' If you adhere to the rules and restrictions outlined in our Terms of Use, you have the freedom to manage, utilize, share, or otherwise make use of your User Content for your own purposes. However, please be aware that any utilization of User Content carries inherent risks, and you accept full responsibility for any consequences or liabilities associated with its use. It is your sole responsibility to ensure that your use of User Content aligns with applicable laws.

We want to emphasize that we collaborate with a third-party service provider, OpenAI, L.L.C., to facilitate the processing and generation of AI-generated User Content. For more details about OpenAI, L.L.C.'s privacy policy and practices, please refer to <https://openai.com/api/policies/service-terms/>

As we utilize the OpenAI API for processing and generating AI-generated User Content, you hereby agree to be bound by and comply with the terms of OpenAI Sharing & Publication Policy while any sharing and/or publication of User Content.

5.2. You understand and agree to comply with all applicable laws in relation to your use of the Service and User Content. When you submit a question or response, you bear full responsibility for your own communications, the outcomes stemming from those communications, and your reliance on any information shared in public areas. The Company and its licensors disclaim any responsibility for the consequences of communications in App. If you ever feel threatened or believe someone else is in danger, please promptly contact your local law enforcement agency.

5.3. User Content, including but not limited information about user's Services preferences that User upload to the Service or create on his own account of the Services are encrypted and inaccessible to third parties.

5.4. YOU SHALL AT ALL TIMES ENSURE THAT YOUR USER CONTENT DOES NOT: CONTAIN ANY CONTENT, INFORMATION OR MATERIAL THAT INFRINGES THE RIGHTS OF ANY THIRD PARTY INCLUDING COPYRIGHT, TRADE MARK RIGHTS, CONFIDENTIAL INFORMATION OR RIGHTS OF PRIVACY; VIOLATE ANY APPLICABLE LAWS; CONTAIN ANY CONTENT OR MATERIAL THAT IS OFFENSIVE, ABUSIVE, DEFAMATORY, LIBELOUS, DEROGATORY, BULLYING, DISCRIMINATORY, OBSCENE, VIOLENT, SEXUALLY EXPLICIT, INDECENT, WHICH PROMOTES OR ENCOURAGES VIOLENCE, TERRORISM OR ANY OTHER ILLEGAL ACTS OR WHICH IS LIKELY TO HARASS, UPSET, EMBARRASS, ALARM, INCONVENIENCE OR ANNOY ANY PERSON; IN ANY WAY PROMOTE OR INCITE ANYONE TO COMMIT OR ASSIST IN ANY UNLAWFUL OR CRIMINAL ACTIVITY OR ANTI-SOCIAL BEHAVIOR, OR ENCOURAGE ACTIVITIES WHICH COULD ENDANGER THE SAFETY OR WELLBEING OF OTHERS; IDENTIFY ANY PERSON WITHOUT THEIR CONSENT; DISCLOSE ANYONE'S PERSONAL CONTACT DETAILS OR INVADE THEIR PRIVACY; CONTAIN ANY VIRUSES OR OTHER MALICIOUS OR HARMFUL PROGRAMS; OR INCLUDE ANY ADVERTISING OR PROMOTIONAL MESSAGES.

5.5. Furthermore, you understand and agree that you will not do or attempt to do, or cause any third party to do or attempt to do, any of the following in connection with your use of the Service:

- Use the Service or User Content available on the Service other than as expressly permitted by these Terms and the normal functionality of the Service;
- transmit other people's personal and/or confidential information, such as credit card numbers, account passwords, Etc.;

- use the Service for any illegal purpose, in an unlawful manner or in any manner inconsistent with these Terms; impersonate or pretend to be anyone else through your use of the Service; use the Service in a way that could damage, disable, overburden, impair or compromise the Service, our systems or security or interfere with other users;
- use any programme or other means, including but not limited to scripts, spiders and robots, whether manually or automatically, to extract, download, index, mine, scrape, reproduce or circumvent the presentation, operation or intended use of the Service or any features or functions of it;
- copy, modify, decompile or otherwise interfere with any part of the Service; make alterations to, or modifications of, the whole or part of the Service, or permit the Service or any part of it to be combined with, or become incorporated in, any other programs;
- hack into, or insert malicious code, including viruses, or harmful data, into, the Service; or infringe our intellectual property in relation to your use of the Service.

5.6. You acknowledge and agree that we are merely a passive conduit and hosting service for User Content and that we play no active role in the distribution or presentation of User Content.

5.7. We are under no obligation to monitor User Content posted on the Service and we cannot and do not take any responsibility for such User Content, nor do we endorse, support or guarantee the completeness, accuracy or reliability of any User Content or communications posted via the Services or opinions expressed therein. Use of or reliance on any User Content or materials posted via the Service or obtained by you through the Service is at your own risk.

5.8. The app shall not be liable in any way for User Content, including, but not limited to, any errors or omissions contained therein, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Service or broadcast elsewhere.

5.9. If we, in our sole discretion, believe that there has been a breach of these Terms, or we have reasonable grounds to believe that you are likely to breach these Terms, we may take any action we think is necessary to protect the Service and its users. We may withdraw your right to use the Service, remove your User Content from the service, take legal proceedings against you (for example, if we have had to pay damages because of your User Content, we will claim to get that amount back) and other action we deem appropriate.

5.10. To the fullest extent allowed by applicable law, which includes, but is not limited to the Directive on Electronic Commerce 2000/31/EC, the Company absolves itself of responsibility for any direct or indirect outcomes resulting from user-posted information, links, and materials, as well as any actions or inactions of users, and breaches of any pertinent laws and regulations.

6. LICENSE OF THE SERVICE

6.1. Subject to your compliance with these Terms, app grants you a personal, worldwide, royalty-free, non-transferable and non-exclusive license to download and/ or use the Service, subject to these Terms and the Privacy Policy. Your license is for personal use strictly only. Any business-related activity or mass-download from the public library required a different license with additional terms and conditions. Any attempt to use the service for mainstream advertisement or for payable services without the additional license will be persecuted.

6.2. You shall not: resell, rent, lease, loan, sublicense, distribute, or otherwise transfer rights to the App; copy, adapt, alter, modify, translate, or create derivative works of the App without the written authorization of the Company; circumvent or disable any technological features or measures in the App for protection of intellectual property rights; use the App in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction; use App to engage in any illegal conduct; upload to transmit any communications that infringe or violate the rights of any party; upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with this Agreement and the our's Privacy Policy; or upload any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or this website.

Any such forbidden use shall immediately terminate your license to use the App.

6.3. If you want to use content created using our application, you must obtain our consent and when distributing it, make a reference to the application.

6.4. All rights, titles and interests in and to the Service (excluding content uploaded or otherwise provided by users) are and will remain the exclusive property of our app and its licensors.

6.5. You are not permitted to use our trade name and logo without our prior approval. All trade names and trademarks not owned by us that may appear in our App are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. Such trademarks are used for identification purposes only.

6.6. You must not use, copy, modify, distribute, transfer, publicly display, publicly perform, broadcast or in any other way exploit our App or any User Content or Strongher Content published on it, unless it is your own content. Any collection, aggregation, copying, scraping, duplication, display or any derivative use of our App as well as the use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission is expressly prohibited. Nothing in these Terms gives you a right or license to do so, unless as expressly stated in these Terms.

7. COPYRIGHT, REPORTING AND NOTICE & TAKEDOWN POLICY

7.1. We respect the intellectual property rights of others and expects users of the Service to do the same.

7.2. All our content in the App is created, reviewed by qualified experts, writers, and other contributors. We pay great attention to providing the most credible and recent information in our App to ensure the safety and quality of our content. We have strict sourcing guidelines and rely on peer-reviewed studies, academic research institutions, government agencies, and medical associations. Each piece of content is thoroughly researched using reliable, primary, and current sources of information. The references for the information used are provided below:

<https://www.medicalnewstoday.com/>

<https://www.healthline.com/>

<https://www.psychologytoday.com/intl>

<https://www.bbc.com/news/topics/cwlw3xz04egt/mental-health>

<https://www.amazon.com/Atomic-Habits-Proven-Build-Break/dp/0735211299>

<https://www.psychologies.ru/>

Please, be informed that we do not provide medical advice, diagnosis, or treatment, our content is informative. Always consult your doctor or another qualified healthcare provider with any questions you may have regarding a medical condition, procedure, or treatment. We make no guarantees about the efficacy or safety of products or treatments described on its content.

7.3. If you discover any content in the Service that you believe infringes your copyright, please report this to us in writing including the following information: a statement that you have identified content in the Service that infringes your copyright or the copyright of a third party on whose behalf you are entitled to act; a description of the copyright work that you claim has been infringed; a description of the Content that you claim is infringing and details of where on the Platform the Content that you claim is infringing may be found; your contact information including your full name, address and telephone number and a valid email address on which you can be contacted; a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; and a statement by you that the information in your notice is accurate and that you are authorised to act on behalf of the owner of the exclusive right that is allegedly infringed. In addition, if you wish for your notice to be considered as a notice pursuant to the United States Digital Millennium Copyright Act 17 U.S.C. §512(c), please also include the following: a declaration, under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of the exclusive copyright that is allegedly infringed; and your electronic or physical signature (which may be a scanned copy).

7.4. Your notice should be sent to us or our designated copyright agent by email to support@gototop.app or by mail to the following address: GOTOTOPLTD, at 28 Oktovriou 367, MEDITERRANEAN COURT, 1st Floor, Flat/Office A5, 3107, Nicosia, Cyprus, Attn: Copyright.

7.5. If you receive or encounter content which you find offensive via the Service, or you believe a user is in violation of these Terms and/or the Privacy Policy, we recommend to flag the content as Inappropriate. If after a certain time this does not result in a satisfactory outcome, please report it to us via email to support@gototop.app.

8. ADVERTISING AND PAID SERVICES

8.1. The App is provided on a free basis. Once you download the App, you'll have access to its basic features. The app may provide paid services for Subscription or In-App Purchases.

8.2. Price: The User can purchase a subscription or/and one-time purchase directly in our App and view the current prices for plans. We offer auto-renewable subscriptions and one-time purchases that give the User regular access to content, services, and premium features.

At the end of each subscription period, it will automatically renew until the User cancels it. Please read the prices carefully before starting a trial subscription or purchasing. Prices may not include bank charges payable by the User and taxes applicable in User's country.

Please note that we reserve the right to change the subscription and/or one-time purchase prices and ask the User to check them carefully before purchasing.

In-app purchases are not mandatory and it is up to you whether to pay for accessing such functionality or not. You should know that payments processed via Apple App Store (Apple, <https://www.apple.com/legal/privacy/en-ww/>), through the Google Play Store (Google, <https://policies.google.com/privacy>). Payment processing takes place through a payment system, integrated into the app store, appropriate for your platform. We may receive the billing and payment information that you provide when your purchase is processed by someone else (like, Apple or Google) such as when you purchase subscription. If you purchase the subscriptions in our apps, our third-party payment processor will collect the billing and financial information it needs to process your charges. This may include your postal address, e-mail address and financial information. We don't collect or store payment data, details or payments-related personal data. However, our's payment processors may share information with us related to your purchases. We may use this information for purposes as described in this Privacy Policy.

8.3. If you choose to subscribe, you can choose one of the auto-renewable subscription packages.

Payment will be charged to iTunes Account at confirmation of purchase.

Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.

Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal.

Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase.

Any unused portion of a free trial period, if offered, will be forfeited when the user purchases a subscription to that publication, where applicable.

The app may also offer a premium special subscription plan, which includes access not only to exclusive features of the application but also to other specific applications developed by us.

8.4. Note for the EU residents: If you are a consumer based in the EEA or Switzerland, when you make a purchase of a single item of digital content (such as PDF file, video and so on), you expressly agree that such content is made available to you immediately. As a result, you forfeit your right of withdrawal and will not be eligible for a refund. By signing up for our service, which is not a single item of digital content and is provided on a continuous basis (such as subscriptions to the app), you expressly request and consent to an immediate supply of such service. If you are an EEA or Switzerland resident, you have the right to withdraw from the agreement for purchase of digital content without charge and without giving any reason within fourteen (14) days from the date of such agreement conclusion. The withdrawal right does not apply if the performance of the agreement has begun with your prior express consent and your acknowledgment that you thereby lose your right of withdrawal. Therefore, if you exercise your right of withdrawal, we will deduct from your refund an amount that is proportionate to the service provided before you communicated your withdrawal from the contract. If you have not forfeited your right of withdrawal, the withdrawal period will conclude 14 days after you entering into the contract. To initiate your right of withdrawal, you must notify us within this 14-day period.

YOU HEREBY EXPRESSLY CONSENT TO THE IMMEDIATE PERFORMANCE OF THE AGREEMENT AND ACKNOWLEDGE THAT YOU WILL LOSE YOUR RIGHT OF WITHDRAWAL FROM THE AGREEMENT ONCE OUR SERVERS VALIDATE YOUR PURCHASE AND THE APPLICABLE PURCHASE IS SUCCESSFULLY DELIVERED TO YOU. Therefore, you will not be eligible for a refund unless the digital content is defective.

8.5. Note for residents of particular US states: If you reside in California or Connecticut and cancel the purchase at any time before midnight of the third business day after the purchase date, we will return the payment you made.

9. CANCELLATION, REFUND

9.1. CANCELLATION:

Subscriptions automatically renew at the end of each period unless canceled. Please note that deleting the app does not cancel subscriptions. Users have the option to cancel subscriptions through their Google Play and App Store accounts or by using the "Cancel Subscription" button within the app settings, which redirects to the subscriptions section in Google Play/App Store. After cancellation, access to subscription features persists until the end of the current period.

For subscriptions purchased on the App Store: you can easily cancel a free trial or subscription by disabling auto-renewal in your Apple account settings. To manage subscriptions independently, refer to Apple's support page for detailed guidance. If you wish to cancel your subscription directly on your iOS device, follow these steps:

- 1 - Open the standard iOS Settings app.
- 2 - At the top, tap your name.
- 3 - Navigate to "Subscriptions."
- 4 - Tap the subscription that you want to manage.
- 5 - If you wish to cancel, tap "Cancel Subscription."
- 6 - If you don't see the option to cancel, it means the subscription is already canceled and won't renew.

For subscriptions purchased on Google Play, you can easily cancel a free trial or subscription by disabling auto-renewal in your Google Play account settings. To manage subscriptions independently, refer to Google's support page for detailed guidance. If you wish to cancel your subscription directly on your Android device, follow these steps:

- 1 - Open the Google Play Store app on your Android phone or tablet.
- 2 - At the top right, tap the profile icon.
- 3 - Navigate to "Payments & subscriptions" and then click on "Subscriptions."
- 4 - Choose the specific subscription you wish to cancel.
- 5 - Tap "Cancel subscription."
- 6 - Follow the provided instructions to complete the cancellation process.

If you encounter any difficulties during this process, refer to our support resources for further assistance. We appreciate your understanding and are here to help if you have any questions or concerns.

9.2. REFUND:

Generally, if you do not meet the conditions of Refund Policies set out above, the fees you have paid are non-refundable and/or non-exchangeable, unless otherwise is stated herein or as required by applicable law. In addition, certain refund requests may be considered by our company on a case-by-case basis and granted at our sole discretion.

- If a purchase was accidentally made by a friend or family member using your account, request a refund on the Google Play website.
- If you find a Google Play purchase on your card or other payment method that you didn't make and that wasn't made by anyone you know, report unauthorized charges within 120 days of the transaction.
- If it's been less than 48 hours since you bought an app or made an in-app purchase: You can request a refund through Google Play.

Subscription and payment management is beyond our control as Google/Apple doesn't provide access to billing information. Refund decisions are made by Google/Apple. To request a refund, use the order number found in the confirmation email received upon subscription. To request a refund, follow these instructions from the Apple support page (<https://support.apple.com/en-us/HT204084>), Google's support page (<https://support.google.com/googleplay/workflow/9813244?hl=en>).

We are available to guide you through the process. Please, contact us at support@gototop.app or via our website form <https://gototop.app/>.

If the User made a subscription purchase but it wasn't delivered or isn't working correctly, the services are defective, unavailable, or don't perform as stated and it's been more than 48 hours since User made the purchase, we consider a refund request.

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

Note for the EU residents. Under the law, you have an automatic statutory right of withdrawal from contracts for purchases of digital content, such as apps, games, in-app items, or other media like movies or music. The same applies when you purchase a subscription for digital content within an app. However, when you purchase or subscribe to digital content with Google Play and Apple Store, you agree that the digital content will be available to you immediately, and you acknowledge that, as a result, you waive your automatic statutory right of withdrawal. Therefore, you will not be eligible for a refund (or any alternative remedy) unless the digital content is defective, unavailable, or doesn't perform as stated.

Note for residents of certain US states. If you reside in California or Connecticut and cancel the purchase at any time prior to midnight of the third business day after the date of such purchase, we will return the payment you have made.

9.3. Process for Filing a Complaint or Refund Request:

- 1 - Initiate Request: Users can file a complaint or request a refund through various channels: web site (<https://gototop.app/>), email (support@gototop.app), and form "Contact Us" in the App
- 2 - Acknowledgement: Expect an acknowledgment of your request within 1 working day.
- 3 - Review and Investigation: Our customer support team will thoroughly review and investigate the circumstances surrounding your complaint or refund request.
- 4 - Communication of Decision: You will be notified of the final decision through the form you used to make the request. The notification will provide a detailed explanation of the decision and the reasoning behind it.

10. PRIVACY

Information and content that you supply to app is subject to our Privacy Policy, which governs our collection and use of your information, which may include personal data. As part of our provision of the Service, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services, which you may not be able to opt-out from receiving.

11. THIRD PARTY SERVICES

The Service includes and links to features and services (including but not limited to, social applications like Facebook, Twitter, etc.) that are provided by a third party. We do not control such third party sites or services and are not responsible for the content or functionality of such sites or services. Our inclusion of links does not imply any endorsement or association with their operators. The terms applicable to the use of such third party services will apply and we will not be responsible for anything that is done by you or the third party service provider in connection with your use of their service.

12. TERMINATION

12.1. We may suspend or terminate your use of and access to the Service at any time and for any reason, in our sole discretion. Such suspension or termination shall not limit our right to take any other action against you that we consider appropriate.

12.2. You may terminate your use of the Service at any time by ceasing to use the Service and/or deleting the App from your Device. Please note that, deleting the App from a device will not delete your profile and any content that you have uploaded will remain in the app content library. If you wish to delete your profile, please contact us in writing at support@gototop.app.

12.3. In the event of such termination by either party, these Terms will terminate, but the following provisions will continue to apply: Sections 3, 4, 6, 7, 9,10,11,12,13 and 14.

12.4. We may terminate these Terms and close your account at any time without notice, if we cease to provide the Service.

13. REPRESENTATIONS AND WARRANTIES

13.1. You promise to us that: your User Content will not infringe the rights of any third party, including any intellectual property rights, rights in confidential information or rights in privacy; you have obtained all necessary permissions and consents from any persons appearing in User Content; and your User Content will comply with these Terms and applicable legislation of your country.

13.2. Subject to Section 13 of these Terms, you agree to compensate us for any losses or costs we may reasonably and fairly incur as a result of any breach by you of these Terms where you are at fault for such breach. You will not be required to compensate us under this Section if your breach of these Terms arises out of our negligence or our breach of these Terms.

14. DISCLAIMERS AND LIMITATIONS

14.1. Your use of the service is on an "as is" and "as available" basis. The service and any content or material displayed on the service is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability, we will not be liable to you for the unavailability or failure of the service.

14.2. We expressly exclude our liability for any loss or damage arising from the use of the service by any person in contravention of these terms. You understand that Stories and any other content available on the service is provided by users, not us, and we are not responsible or liable to you for this content on the service.

14.3. We expressly exclude any liability for (a) any loss or damage that was not reasonably foreseeable by us and which is incurred by you in connection with the service, including loss of profits; and (b) any loss or damage incurred by you as a result of your breach of these terms.

14.4. To the fullest extent permitted by law, we shall not be liable to you or any other party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that your sole and exclusive remedy for any dispute with us is to terminate your use of the service.

14.5. Nothing in these Terms shall limit or exclude our liability for: (i) death or personal injury resulting from our negligence; (ii) intentional acts, fraud or fraudulent misrepresentation; and (iii) any other liability that cannot be excluded or limited by law.

14.6. The app only provides information, and not medical or treatment advice and may not be treated as such by the user. As such, this app may not be relied upon for the purposes of medical diagnosis or as a recommendation for medical care or treatment. The information on this app is not a substitute for professional medical advice, diagnosis or treatment. All content, including text, graphics, images and information, contained on or available through this app is for general information purposes only. The information provided by this app is provided "as is" without any representations or warranties, express or implied. The app makes no representations or warranties in relation to any medical or treatment information provided in this app.

14.7. Under no circumstances shall the Company, its officers, directors, agents, affiliates, employees, advertisers, or data providers be held responsible for any indirect, special, incidental, consequential, or punitive damages, which may encompass but are not limited to, losses such as use, profit, or data. This applies whether the claims arise from contract, tort (including negligence), equity, or any other legal basis, all in connection with the use of this app. The Company's total liability in connection with these terms or the app's use, or inability to use the app, will not exceed the amounts you have paid to the Company for app usage or one hundred dollars (\$100), if you have no payment obligations to the Company, as applicable. Please note that some jurisdictions do not permit the exclusion or limitation of liability, so the above constraints may not be applicable to you. The Company, or any third parties mentioned on the app, hold no liability for any personal injury, including death, arising from your use or misuse of the app.

14.8. You agree to defend, indemnify, and hold the Company, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

15. OTHER TERMS

15.1. We may assign, sub-contract and/or otherwise transfer any or all of our rights and/or obligations under these Terms to any company, firm or person. You may not transfer your rights or obligations under these Terms to anyone else.

15.2. Each of the provisions of these Terms operates separately. In the event that any of the provisions in these Terms are held to be unlawful or unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

15.3. These Terms and our Privacy Policy constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements or communications.

15.4. No person who is not party to these Terms may enforce any term of it.

15.5. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Cyprus law and the parties hereby submit to the exclusive jurisdiction of the Cyprus courts to settle any claim or matter arising in relation to these Terms or its subject matter or formation (including non-contractual disputes or claims).

16. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES

These Terms, their formation and interpretation are construed in accordance with and governed by law of the Republic of Cyprus. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including this provision, affects your rights as a consumer to rely on such mandatory provisions of local law. Any cause of action you may have with respect to your use of the App must be commenced within one (1) year after the claim or cause of action arises.

If any provision of this Agreement 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 this Agreement will continue in full force and effect.

All claims between the parties related to this Agreement will be litigated individually, and the parties will not consolidate or seek class treatment for any claim unless previously agreed to in writing by the parties.

17. CONTACT DETAILS OF THE GOTOTOP LTD:

If you have questions or comments about this Terms, you may contact us:

via email at: support@gototop.app

via post to: GOTOTOP LTD, address: 28 Oktovriou 367, MEDITERRANEAN COURT, 1st Floor, Flat/Office A5, 3107, Nicosia, Cyprus

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