

Luwian Camera APPLICATION END USER LICENCE AGREEMENT

This End User Licence Agreement ("**EULA**") sets out the terms on which the service provider named below (the "**Luwian Camera**", "**Application**" or "**we**", "**us**" or "**our**") agrees to let you, the end user, access and use its online live video stream sharing ("**Luwian Camera**"). Details of the **Luwian Camera** are set out in the 'Contact Us' section towards the end of this EULA.

The use of the **Luwian Camera** by minors requires the consent of a parent or guardian. We advise parents who permit their children to use the **Luwian Camera** to communicate with their children about their safety online. Minors who are using the **Luwian Camera** should be made aware of the potential risks to them and of their obligation to comply with the terms of this EULA (particularly in relation to Acceptable Use and User Generated Content) when using the **Luwian Camera**.

PRIVACY

We only use personal data about end users (including that collected through use of the **Luwian Camera**) as set out in our Privacy Policy.

How we will communicate with you. If we have to contact you we will do so by email, telephone or post using the contact details you have provided.

Anonymous usage information: We may use statistical data arising out of your use of the Application for our internal purposes including: research purposes; recommending products to users; improving the Application and monitoring users. This data will be anonymous statistical data, which may be combined with data generated by other users, and will not identify you or anyone else.

APPSTORE TERMS

When download the Application from an Appstore, please note the following additional terms will apply:

- This EULA is between you and us, and the Appstore is not a party to it. The terms in this EULA will not apply to the extent they are inconsistent with any of the Appstore terms.
- The Appstore has no responsibility in relation to the maintenance or support of the Application and does not offer any warranty and will not address or be responsible for any claims (including product liability, regulatory infringement, consumer protection or intellectual property claims) relating to the Application.
- You represent and warrant that: (i) you are not located in a country which is subject to a U.S. Government embargo, or that has been

designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

- The Appstore is a third-party beneficiary of this EULA and, upon acceptance, the Appstore will have the right to enforce this EULA against you as a third-party beneficiary.

TECHNICAL ISSUES

If you want to learn more about the Application or have any problems using it please contact us (including with complaints). If you think the Application is faulty or mis-described or wish to contact us for any other reason please email our customer service team at luwiancamera@gmail.com

YOUR USE OF THE APPLICATION

In return for your agreeing to comply with this EULA, and using your best efforts to share or watch high quality content, you may:

- access the Application, and share your ip camera with geo location your entry will be processed;
- You can discover and watch other high quality live video stream all around the planet by using main world map view ;
- You can ban, hide or report streams contents;.

ACCEPTABLE USE

You must only use the Application for the purpose of entertainment in an honest manner which respects the Application and the content on it.

You must **not** do any of the following:

- use the Application in an unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data;
- infringe our intellectual property rights or those of any third party (including by the use of the Application or our intellectual property rights in a manner not expressly permitted by this EULA);
- transmit any material that is defamatory, offensive or otherwise objectionable;
- use the Application in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
- not improperly collect or harvest any information or data from the Application or our systems or attempt to decipher any transmissions to or from the servers running the Application.

LICENCE RESTRICTIONS

You shall not:

- rent, lease, sub-license, loan, provide, transfer or otherwise make available, the Application (or any of your rights under this EULA) in any form, in whole or in part to any person without prior written consent from us;
- copy the Application or any part of it, except as part of the normal use of the Application or where it is necessary for the purpose of back-up or operational security;
- translate, merge, adapt, vary, alter or modify, the whole or any part of the Application nor permit the whole or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Application on devices as permitted in this EULA; or
- disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Application nor attempt to do any such things, except to the extent that such actions cannot be prohibited by law because they are necessary to decompile the Application to obtain the information necessary to create an independent program that can be operated with the Application or with another program and provided that the information obtained by you during such activities is used for the purpose of interoperability and: (i) is not disclosed or communicated without our written consent; (ii) is not used to create any software which is substantially similar to the Application (or any aspect of it); and (iii) is kept secure.

UPDATES TO THE APPLICATION

From time to time we may automatically update the Application to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the Application for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Application.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Application throughout the world belong to us (or our licensors) and the rights in the Application are licensed (not sold) to you. You have no intellectual property rights in, or to, the Application other than the right to use it in accordance with this EULA. The only exception to this is in respect of user generated content which you upload in accordance with this EULA. By uploading any such user generated content, you provide us with a non-exclusive perpetual, irrevocable, worldwide, royalty-free, transferrable, sub-licensable licence to use such content as we see fit in connection with the Application and our business.

USER GENERATED CONTENT

User generated content means any information, materials or documents you provide or upload or post online during the course of using the Application.

We are not the author of such content and do not moderate or verify it. Accordingly, we shall not be liable for such content and any liability (including liability for copyright infringement or defamation) shall rest solely with the user responsible for generating such content.

You undertake not to use the Application to upload or post:

- advertising or promotional materials or transmit any junk mail or spam or any other form of solicitation for goods or services;
- any material that you do not have the right to post under any law or under any other obligatory relationship;
- any material that infringes any intellectual property right including without limitation patent, trademark, trade secret, copyright, or other proprietary rights of any other person;
- any material that is defamatory, libelous, unlawful, threatening or harmful, abusive, harassing, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- 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 hardware or telecommunications equipment;

- material which promotes or provides instructional information about illegal activities, physical harm or injury against any group or individual; or
- material related to engaging in any commercial activities.

Indemnity: by uploading or posting any material using the Application, you agree to indemnify and hold harmless the Provider against any claim, expense, loss or damage or other liability which arises out of or in connection with a breach of the above undertakings relating to user generated content.

Notification: if you become aware of any content which may have been posted or uploaded (either by you or any other person) in breach of the user generated content provisions of this EULA then you must notify us immediately by emailing luwiancamera@gmail.com with details of the content in question. We will investigate the content and, if appropriate, remove it in accordance with this EULA.

Removal: where we have reasonable grounds to believe any user generated content infringes copyright, is defamatory, obscene, unlawful, objectionable or otherwise does not satisfy the provisions of this EULA, we shall promptly remove, or disable access to, such content and shall take such other actions as we in our discretion determine appropriate.

OUR LIABILITY

We are responsible to you for foreseeable loss and damage caused by us (unless such loss is not expressly excluded by this EULA). Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted this EULA, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us. We exclude all liability to the fullest extent permitted by law, in respect of any loss or damage resulting or arising from any non-availability of the Application.

We are not liable for business losses. The Application is for personal use by end users only. If you use the Application for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

The Application is made available strictly on the basis that you accept it on an 'as is' and 'as available' basis. Where you rely on the Application, you do so entirely at your own risk and you accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of this website are excluded to the fullest extent permitted by law. We are not responsible for events outside our control.

TERMINATION

We may suspend or terminate your right to use the Application without notice in the event your breach this EULA.

If we end your rights to use the Application:

- you must stop all activities authorised by this EULA, including your use of the Application;
- you must delete or remove the Application from all devices in your possession and immediately destroy all copies of the Application which you have and confirm to us that you have done this; and
- we will cease providing you with access to the Application.

CONTACT US

If you have a question or complaint about the Application or this EULA please contact us by emailing luwiancamera@gmail.com

If you are contacting us with a complaint, then please include the following information:

- your name and email address;
- details of the complaint (e.g. copyright infringement, improper content, defamatory content); and
- Title, description or geo location to the content in question.

We will review complaints promptly and will inform you of the outcome of our review within a reasonable time of receiving your complaint.

CHANGES TO THIS EULA

We may need to change this EULA from time to time, for example due to changes to the way the Application operates or due to changes in the law.

This EULA was last updated on 31 August 2020