

Terms of Use and End User License Agreement

Last updated: February 2024

I. INTRODUCTION

These Terms of Use and End User License Agreement (collectively, the “Agreement”) along with all referenced documents constitute a legally binding agreement between you as an individual (“you”, “your” or “user”) and iFancy team (“we,” “us” or “our”), regarding your access to and use of the mobile software application for iFancy Widget & Icon Themes (the “App”). The title of the App may vary in countries outside of the U.S. and is subject to change without specific notice.

The documents related to the App are hereby expressly incorporated herein by reference.

Please carefully review this Agreement before downloading, installing, or using the App. It is crucial that you read and comprehend this Agreement because by downloading, installing, or using the App, you indicate that you have read, understood, agreed to and accepted the Agreement which becomes effective on the date of download, installation or use. By using the App, you agree to comply with this Agreement.

If you do not agree with (do not accept) this Agreement or if you disagree with at least one provision of this Agreement, you are not authorized to access, download install or use the App. You must promptly discontinue downloading and installing the App and/or remove (delete) it from any mobile device in your possession or under your control.

II. MODIFICATIONS TO THIS AGREEMENT

We retain the right, at our sole discretion, to make alterations or revisions to this Agreement at any time and for any cause. We will keep you informed of any changes by updating this Agreement and you waive any entitlement to receive specific notice of each such modification. It is your responsibility to regularly review this Agreement in order to stay informed of updates. Your continued use of the App after the date on which such revised Agreement is posted will subject you to and be deemed as awareness of and acceptance of the modifications in any revised Agreement.

III. RESTRICTIONS ON WHO CAN USE THE APP

In order to download, install, access or use the App, you must be eighteen (18) years of age or older.

All users who are minors in their jurisdiction (typically under the age of 18) must obtain permission from and be directly supervised by their parent or guardian in order to use the App. If you are between the ages of thirteen (13) and seventeen (17) and wish to download, install, or access the App, you must first:

(a) ensure that your parent or guardian has read and agreed to this Agreement before using the App;

(b) have the legal capacity to enter into a binding contract with us and not be prohibited from doing so under any applicable laws.

Parents and guardians are required to directly supervise minors' use of the App.

Individuals under the age of thirteen (13) are prohibited from downloading, installing, accessing, or using the App.

You confirm that you are at least eighteen (18) years of age, or an emancipated minor, or have obtained legal parental or guardian consent, and possess the full capacity and competence to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to adhere to and comply with this Agreement.

IV. GENERAL TERMS

The App is a software designed to optimize the user experience of your device. It offers a variety of tools for personalizing your home screen with different widgets, app icons, and wallpapers. The design of the home screen widgets (including color schemes, backgrounds, and fonts) can be customized according to individual preferences.

The App is intended for personal non-commercial use only. It shall be used solely for the purposes mentioned above.

V. PRIVACY POLICY

Your privacy is of utmost importance to us. Therefore, we have formulated a Privacy Policy to provide you with a clear understanding of how we collect, use, and safeguard information, including personal data. Accessing the App and using our Services implies your acceptance of the Privacy Policy. By continuing to use the App and Services, you are acknowledging our data processing methods and the legal basis for such processing as outlined in the Privacy Policy. We reserve the right to update the Privacy Policy periodically. If you disagree with any part of it, please discontinue using the App and Services immediately. Please review our Privacy Policy carefully.

VI. END USER LICENSE AGREEMENT

By using the App, you agree to uphold our Intellectual Property Rights (including those related to the source code, UI/UX design, content material, copyright and trademarks of the App) as well as those owned by third parties.

By continuing to utilize the App, you are granted a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable and revocable right to access and use the App in accordance with this Agreement (the "License").

You may utilize our App exclusively for personal non-commercial use. You are obligated to adhere to the copyright of materials within the App, and are prohibited from selling any pictures and/or content available in the App.

The source code, design, and content, including information, photographs, illustrations, artwork and other graphic materials, sounds, music or video (hereinafter referred to as the “works”), as well as names, logos and trademarks (hereinafter referred to as “means of individualization”) within the App are protected by copyright laws and other relevant laws and/or international treaties. They belong to us and/or our partners and/or contracted third parties.

These works and means of individualization may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part unless expressly permitted by us and/or our partners and/or contracted third parties.

All rights, title, and interest in and to the App and its content, the works, and means of individualization as well as its functionalities:

- (1) are the exclusive property of iFancy team. and/or our partners and/or contracted third parties
- (2) are protected by applicable international and national legal provisions, and
- (3) are under no circumstances transferred (assigned) to you in full or in part within the context of the license herein

We will not hesitate to take legal action against any unauthorized use of our trademarks, names or symbols to protect and restore our rights. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

VII. PROHIBITED BEHAVIOUR

You are prohibited from using the App in any manner that:

- is unlawful, illegal, or unauthorized;
- defames any other person;
- is obscene or offensive;
- infringes upon any copyright, database right, or trademark of another person;
- advocates, promotes, or assists in any unlawful act such as (for example) copyright infringement or computer misuse.

The App shall not be made available to third parties. Furthermore, you are not permitted to modify, translate into other languages, reverse engineer, decompile, disassemble or create derivative works from the App or any documentation related to the App.

You may not transfer, lend out, rent out, lease, distribute, provide services with respect to, grant rights to the App or its documentation concerning a third party.

Misuse of trademarks and content displayed on the App is strictly prohibited.

You shall not copy and/or duplicate and/or distribute and/or publish and/or use any content in the App, directly or indirectly, by way of a violation of our Intellectual Property Rights.

Moreover, you shall not make any attempts to use the App or part thereof for malicious intentions.

Also we are not responsible for the way you use the App.

It should be noted that we reserve the right under applicable laws adopt legal measures against users who violate this Agreement.

VIII. AVAILABILITY OF THE APP, SECURITY AND ACCURACY

In order to use the App, you are required to have a compatible mobile phone or tablet, and internet access.

The App is available for downloading and installing on handheld compatible mobile devices running Apple iOS Operating System 14.0 or later.

We do not warrant that the App will be compatible with all hardware and software which you may use.

We make no warranty that your access to the App will be uninterrupted, timely or error-free.

You acknowledge the App is provided via the internet and mobile networks and so the quality and availability of the App may be affected by factors outside our reasonable control.

The version of the App may be upgraded from time to time to add support for new functions and services.

We may change or update the App and anything described in it without noticing you. If the need arises, we may suspend access to the App, or close it indefinitely.

You also warrant that any information that you submit to us is true, accurate and complete, and you agree to keep it actual at all times.

You can discontinue using our Services at anytime by choosing the relevant option in your iTunes Account Settings. If you decide not to use the App for any reason you should uninstall the App.

IX. CHARGES

The App is provided on a free basis.

However, certain functions and/or features of the App ("Premium options") may be available on the basis of subscription. The full list of Premium options and pricing are provided on the App's page. You may have an opportunity to try Premium options during the free trial period as provided on the sign up screen. After the free trial period expires an auto-renewing subscription period will start on a regular basis. Please mind that you will be charged automatically unless you cancel your subscription 24 hours before the end of the free trial period. When you cancel

your subscription you will still have access to basic features of the App.

You can choose different subscription options. Prices for different subscription options are indicated in the information section on the App's page. Prices are in U.S. dollars and may vary in countries other than the U.S. you' have all necessary information about your subscription plan and duration of the free trial period on the signup screen before the purchase.

Subscription with a free trial period will automatically renew a paid subscription. Any unused portion of the free trial period, if offered, will be forfeited when the user purchases a subscription, where applicable. We reserve the right to modify, terminate or otherwise amend our offered subscription plans at any time.

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Your subscription will be automatically renewed within 24 hours before the current subscription ends.

Auto-renew option can be turned off in your iTunes Account Settings at least 24 hours before the end of the current period. Payment will be charged to iTunes Account at confirmation of purchase. No cancellation of the current subscription is allowed during the active subscription period. Subscriptions are managed by you. Please note that removing the App from your device does not deactivate your subscription.

You may be charged by your communications service provider for downloading and/or accessing the App on your mobile phone or tablet device, so you should check the terms of agreement with your operator. This may include data roaming charges if you do this outside your home territory. All these charges are solely your responsibility. If you do not pay the bills related to your mobile phone or tablet device, then we assume that you have the permission from the person that does it before incurring any of these charges.

X. THIRD PARTY WEBSITES AND RESOURCES

The App may link you to other sites on the Internet and/or contracted third parties to provide you certain services. We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the App exists (unless we are the provider of those linked websites or mobile applications). Such inked websites and mobile applications are provided "as is" for your convenience only with no warranty, express or implied, for the information provided within them.

You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

If you have any queries, concerns or complaints about such third party websites or mobile applications (including, but not limited to, queries, concerns or complaints relating to products, orders for products, faulty products and refunds) you must direct them to the operator of that third party website or mobile application.

XI. THIRD PARTY BENEFICIARY

You acknowledge and agree that Apple, and Apple's subsidiaries are the third party beneficiaries of the present Agreement, and that upon your acceptance of the terms and conditions of the present Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as a third party beneficiary thereof.

XII. TERMINATION

We reserve the right to terminate this Agreement at any time at our sole discretion for any reason.

Upon any termination,

- (a) the rights and licenses granted to you herein shall terminate;
- (b) you must cease all use of the App.

XIII. SEVERABILITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that provision shall be more narrowly construed so that it becomes legal, valid and enforceable or, if this is not possible, deleted. The other terms of this Agreement shall continue to apply with full force and effect.

You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

XIV. CONTACT INFORMATION

We reserve the right to respond to user support requests. If you want to submit a support request or have any questions about this Agreement or the App, please contact us via our support form.

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