

FYOUTURE APP TERMS & CONDITIONS

2023



FYOUTURE
LIVE FOREVER

FYOUTURE TERMS & CONDITIONS

Fyouture builds technologies and services that enable people to connect with each other over time. These Terms and Conditions govern your use of the Fyouture Mobile Application and any other products, features, services, technologies, and software we offer, except where we expressly state that separate terms (and not these) apply. We don't charge you to use Fyouture or the other products and services covered by these Terms unless we state otherwise. Businesses, organizations, and other persons may pay us to show you ads for their products and services. By using our Fyouture, you agree that we can show you ads that we think may be relevant to you and your interests. We use your personal data to help determine which personalized ads to show you. We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content. See below to learn more about how personalized advertising under these terms works for the Fyouture Mobile Application. Our Privacy Policy explains how we collect and use your personal data to determine some of the ads you see and provide all the other services described below. You can also go to your settings at any time to review the privacy choices you have about how we use your data.

Your experience on the Fyouture Mobile App is unlike anyone else's. There are many ways to express yourself on Fyouture to communicate with friends, family, and others about what matters to you. We reserve the right to provide you with personalized ads, offers, and other sponsored or commercial content to help you discover content, products, and services that are offered by the many entities that leverage Fyouture.

We work hard to maintain the security (including the availability, authenticity, integrity, and confidentiality) surrounding our Mobile Application. We have a security team, work with external service providers, partners and other relevant entities and develop advanced technical systems to detect potential misuse of our app, harmful conduct towards others, and situations where we may be able to help support or protect our community, including to respond to user reports of potentially violating content. If we learn of content or conduct like this, we may take appropriate action based on our assessment that may include - notifying you, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement. Fyouture may access,

preserve, use and share any information it collects about you where it has a good faith belief it is required or permitted by law to do so. For more information, please review our Fyouture Privacy Policy. We engage in research to develop, test, and improve our Mobile Application. This includes analyzing data we have about our users and understanding how people use our Products. Our Privacy Policy explains how we use data to support this research for the purposes of developing and improving our services. We design our systems so that your experience is consistent and seamless across the Fyouture Mobile App.

To operate our services we may need to transfer, store and distribute content and data to our service providers, potentially outside your country of residence. The use of this global infrastructure is necessary and essential to provide our services.

You agree that we may show you ads that businesses and organizations pay us for promotions and advertisement. We may use your personal data, such as information about your Mobile App use, to show you ads that are more relevant to you. Protecting people's privacy is central to how we've designed our system. This means that we can show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data. We allow advertisers to tell us things like their business goal, and the kind of audience they want to see their ads (for example, people between the age of 28-35 who like cycling). We then show their ad to people who might be interested. We may also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off the Fyouture Mobile App. We don't share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission.

You must:

- Provide for your account the same name that you use in everyday life.
- Provide accurate information about yourself.
- Create only one account (your own) and use it for personal purposes.
- Not share your password, give access to your Fyouture account to others, or transfer your account to anyone else (without our permission).

We try to make Fyouture broadly available to everyone, but you cannot use Fyouture if:

- You are under 13 years old.
- You are a convicted sex offender.
- You violate these Terms, any policies that apply to your use of our Mobile App.
- You act in an unlawful, misleading, discriminatory or fraudulent manner.

- You violate anyone's rights, including their intellectual property rights (such as by infringing another's copyright or trademark), unless an exception or limitation applies under applicable law.

Under the terms of this document, you may not upload viruses or malicious code, use the services to send spam, or do anything else that could disable, overburden, interfere with, or impair the proper working, integrity, operation, or appearance of our Mobile App. You may also not access or collect data from our Mobile App using automated means or attempt to access data you do not have permission to access.

We can remove or restrict access to content that is in violation of our provisions. We can also suspend or disable your account for conduct that violates any of our terms. We also can remove or restrict access to content features, services, or information if we determine that doing so is reasonably necessary to avoid or mitigate misuse of our services or adverse legal or regulatory impacts to Fyouture. Lastly, you may not misuse any reporting, flagging, dispute, or appeals channel, such as by making fraudulent, duplicative, or groundless reports or appeals.

You can delete individual content you've sent to the future or to space, at any time. In addition, all content posted to your account will be deleted if you delete your account. Account deletion does not automatically delete content that you post as backups or other technical measures which could be in place. It may take up to 180 days to delete content after we begin the account deletion process or receive a content deletion request. After the content is deleted, it may take us up to 365 days to remove it from backups and disaster recovery systems.

The deletion process may be affected when deletion would restrict our ability to investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of the Mobile App or systems). Compliance with a request of a judicial or administrative authority, law enforcement will have the highest authority, meaning content will be preserved for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

Under the terms of this document, you give us permission to use your name and information about actions you have taken on Fyouture next to or in connection with ads, offers, and other sponsored or commercial content that we display across our Mobile App, without any compensation to you. If you download or use our Mobile App, you give us permission to download and install updates to the software where available.

If you use content covered by intellectual property rights that we have and make available in our Mobile App, we retain all rights to that content (but not yours). You

must obtain our written permission (or permission under an open-source license) to modify, translate, create derivative works of, decompile, or reverse engineer our products or their components, or otherwise attempt to extract source code from us, unless an exception or limitation applies under applicable law.

Unless otherwise required by law, we will notify you before we make changes to these Terms. If you do not agree to our Terms and no longer want to be a part of the Fyouture community, you can delete your account at any time. If we determine, in our discretion, that you have clearly, seriously, or repeatedly breached our Terms & Conditions or Privacy Policy, we may suspend or permanently disable your access to the Fyouture Mobile App, and we may permanently disable or delete your account. We may also disable or delete your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons. We may disable or delete your account if after registration your account is not confirmed, your account is unused and remains inactive for an extended period, or if we detect someone may have used it without your permission and we are unable to confirm your ownership of the account.

Our Mobile App is provided "as is," and we make no guarantees that it will be safe, secure, or error-free, or that it will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content). We cannot predict when issues might arise with our Mobile App. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Fyouture Mobile App, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Fyouture Mobile App will not exceed the greater of \$1 or the amount you have paid us in the past twelve months.

You agree to pay for all legal fees involving these Terms or the Fyouture Mobile App. Fyouture may bring any claim, cause of action, or dispute we have against you in any competent court in the country in which you reside that has jurisdiction over the claim. You and Fyouture each agree that any claim, cause of action, or dispute between us that arises out of or relates to these Terms or your use of the

Fyouture Mobile App will be documented in writing 365 days prior to initiating any court proceedings.

These Terms make up the entire agreement between you and Fyouture regarding your use of the Fyouture Mobile App and supersedes any prior agreements. If any portion of these Terms is found to be unenforceable, the unenforceable portion will be deemed amended to the minimum extent necessary to make it enforceable, and if it can't be made enforceable, then it will be severed, and the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. We reserve all rights not expressly granted to you.