

Terms of Use for LogSkin's Mobile Applications

EFFECTIVE AS OF DECEMBER 1ST 2022

1. ABOUT US

1.1 LogSkin's Platforms ("Platforms" means websites <https://LogSkin.com/> , LogSkin.app (the "Site"); mobile applications (means applications and games (each an "App", collectively "Apps") and any related documentation, services; any images, logos, music, photographs and video content that are incorporated into and form part of our Apps ("App Content") are owned, operated and managed by LogSkin LTD (we / us / our), **a private company limited by shares, incorporated and registered in the Republic of Cyprus with company number HE 3920773 whose registered office is at Spyrou Kyprianou, 79, PROTOPAPAS BUILDING, 2nd floor, Flat/Office 201, 3076, Limassol, Cyprus.**1.2 We can be contacted by writing to LogSkin LTD, Spyrou Kyprianou, 79, PROTOPAPAS BUILDING, 2nd floor, Flat/Office 201, 3076, Limassol, Cyprus, by e-mail at support@LogSkin.com.

2. INTRODUCTION

- These terms of use ("Terms") constitute an agreement between you and us regarding your use of our Platforms.
- Please read these Terms and our privacy policy, available [here](#) ("Privacy Policy") very carefully. By using our Platforms, you agree to be bound by these Terms and by our Privacy Policy. If you don't agree to these Terms and our Privacy Policy, do not use the Platforms.
- Any terms you have with your respective mobile network provider ("Mobile Provider") continue to apply and you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing our Platforms and any third party charges as may arise from time to time. You will be solely responsible for any costs and other charges or expenses charged by your Mobile Provider, internet service provider, network operator and/or any other third party provider in relation to your internet service, your mobile service and any use of our Platforms. In the event that you are not the bill payer for the device being used to access our Platforms, you will be assumed to have obtained permission from the relevant bill payer for using our Platforms.
- If you use our Platforms onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the device.
- Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- While all of these Terms are important, you should pay particular attention to:
 - the conditions of use of our Platforms as set out in paragraph 6;
 - the acceptable use of our Platforms as set out in paragraph 8;
 - our liability to each other as set out in paragraph 13; and
 - when we may bring these Terms to an end as set out in paragraph 21;

3. REGISTRATION

- In order to make full use of our Platforms, you may be required to register for an Account.
- You acknowledge and agree that the information provided by you is true, accurate and correct. You agree to promptly notify us in writing in the event of any changes to any of your information.
- Your login details are for your own personal use only and you must keep your login details confidential and secure. Sharing your login details with any other person is strictly prohibited.
- You must notify us immediately if you suspect or become aware of any unauthorized use of your login details or any breach of our security by emailing support@LogSkin.com and giving details of the unauthorized use or breach.
- Without prejudice to our rights and remedies, we reserve the right to promptly disable your login details and suspend your access to any of our Platforms, if in our reasonable opinion, we believe that you have breached any of the provisions of these Terms.

4. OUR PLATFORMS

Our Platforms include our Site, “LogSkin” app, etc.

5. AVAILABILITY

We will use reasonable endeavors to ensure that our Platforms are available for download and use at all times. However, our Platforms are provided over the internet and mobile networks and so their operation and availability may be affected by factors outside of our control at any time for any reason. We do not guarantee that use of or access to our Platforms will always be available and/or uninterrupted.

6. CONDITIONS OF USE

- In return for your agreeing to comply with these Terms you may:
 - download our Apps onto a device and view, use and display our Apps on the device for your personal purposes only;
 - use any related documentation to support use of our Apps as permitted by these Terms; and
 - receive updates to the software code of our Apps via our Apps store that you downloaded our Apps from – these may incorporate patches and corrections of errors as we may provide to you.

- Your right to use our Apps is personal to you, you may not otherwise transfer our Apps to anyone else for any reason. If you sell or give away any device on which our Apps is installed, you must remove our Apps from it first.
- The ways in which you can use our Apps may also be governed the terms of the app store that you downloaded our Apps from. In the event of a conflict between these Terms and the terms of the app store that you downloaded our Apps from, the terms of our Apps store from which you downloaded our Apps shall take priority.

7. RESTRICTIONS

- Unless you have requested and received our prior written consent or unless expressly permitted in these Terms, you must not:
 - copy our Apps except as part of the normal use of our Apps or where it is necessary for the purpose of creating a back-up or operational security;
 - modify or translate our Apps in whole or in part, or combine or merge our Apps with any other object code or program;
 - reverse engineer, decompile, disassemble, reduce the object code of our Apps to source code form or create (or attempt to create) derivative works based on the whole or any part of our Apps, except to the extent permitted by applicable law, and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it to in accordance with applicable law; and
 - is not used to create any software that is substantially similar in its expression to our Apps
 - is kept secured; and
 - is used only in accordance with applicable law;
 - distribute, sub-license, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer our Apps or your right to use our Apps;
 - remove, modify, block, disable, obscure or impair any copyright, trademark, or other proprietary notices, material or advertising belonging to us, our licensors or other third parties contained within our Apps;
 - incorporate our Apps into another service or website or make it available via framing or mirrors;
 - extract any data or metadata from our Apps nor create any index or database incorporating any part of it;
 - circumvent, disable or otherwise interfere with security-related features of our Apps or features that:
 - prevent or restrict use or copying of any part of our Apps; or
 - enforce limitations on use of our Apps, in each case other than to exercise your rights under paragraphs 10.1(a) or 10.1(c);
 - do anything that may cause damage to our Apps;
 - carry out any harmful or illegal activities using our Apps; or
 - use our Apps in any manner not expressly authorized by these Terms;

- use any robot, spider or other automated device or process to access the Site for any purpose or copy any material;
- publish, post, upload or distribute user content or content that is illegal or that you don't have permission to freely distribute;
- use or distribute unauthorized software programs or tools, such as "auto" software programs, "macro" software programs, "cheat utility" software program or applications, exploits, cheats, or any other hacking, altering or cheating software or tool;
- modify any file or any other part of the Platforms that we do not specifically authorize you to modify.

8. ACCEPTABLE USE

- You must
 - not use our Platforms in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously (for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into our Apps or into any operating system);
 - not infringe any rights (including intellectual property rights) belonging to us or any third party in relation to your use of our Platforms;
 - not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of our Platforms;
 - not use our Platforms in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
 - comply with any applicable third party terms and conditions in respect of your use of our Platforms; and
 - not collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from our servers.

9. MEDICAL DISCLAIMER

WE ARE NOT A LICENSED MEDICAL CARE PROVIDER AND THE APP "LOGSKIN" IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE OR DIAGNOSE, TREAT OR MANAGE ANY ILLNESS OR MEDICAL CONDITION. You are solely responsible for your own health. The App "LogSkin" is offered for informational purposes only, and in no way intends to diagnose, cure, or treat any medical or other condition. NOTHING WITHIN THE SERVICES PROVIDED BY THE APP "LOGSKIN" IS ASSOCIATED WITH, SHOULD BE TAKEN AS, OR UNDERSTOOD AS MEDICAL ADVICE OR ASSISTANCE, NOR SHOULD IT BE INTERPRETED IN SUBSTITUTION FOR ANY MEDICAL ADVICE OR ASSISTANCE, OR USED OR REFERRED TO INSTEAD OF SEEKING APPROPRIATE MEDICAL ADVICE OR ASSISTANCE FROM HEALTH CARE PROVIDERS. PLEASE NOTE THAT YOU MUST ALWAYS CONSULT WITH A DOCTOR, YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH BEFORE COMMITTING TO ANY KIND OF FITNESS TRAINING PROGRAM OR ANY DIETARY CHANGES, ESPECIALLY IF YOU ARE PREGNANT OR NURSING OR HAVE ANY HEALTH ISSUES SUCH AS DIABETES,

THYROID DYSFUNCTION, ETC. WE DISCLAIM LIABILITY FOR ANY ERRORS OR OMISSIONS, OR FOR UNINTENDED TECHNICAL INACCURACIES, OR TYPOGRAPHICAL ERRORS IN THE PROVIDED MATERIALS, AS WELL AS VIOLATION OF ANY ETHICAL OR MORAL STANDARDS APPLICABLE IN YOUR COMMUNITY TO FITNESS EDUCATION AND RELATED MATERIALS.

10. FEES

- Once you have installed our Apps, you can select the subscription that you would like in order to use each App. Subscriptions are available annual and lifetime basis and further details of each type of subscription and its cost are detailed on the App.
- App Content may be made available via in-app purchasing.
- All transactions between you and us are handled via the app store that you downloaded the App from.

11. APP CONTENT

- The App Content may include trademarks or copyright material owned by us or third parties. The App Content includes the images, logos, music, photographs and video content that are incorporated into and form part of our Apps. The term App Content also includes any part of any of the App Content, or any assemblage, deviation, manipulation, modification, screen print or copy of, or derivative work based on or including any of the App Content.
- The App Content may only be used as part of our Apps and may not be used independently.

12. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in our Platforms throughout the world belong to us and our licensors and the rights in our Platforms are licensed (not sold) to you. You have no intellectual property rights in, or to, our Platforms other than the right to use them in accordance with these Terms.

13. LIABILITY

- If we fail to comply with these Terms we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but subject to paragraph 13, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen (“Foreseeable Losses”); and
- Subject to paragraph 13, we limit our aggregate liability for Foreseeable Losses, arising out of or in connection with these Terms, to you in respect of all events occurring in any calendar year, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, to the greater of:

- 100% of the fees paid and payable by you to us in respect of the Platforms in such calendar year; and
- € 50.
- Subject to paragraph 13, circumstances giving rise to a loss or damage which is not foreseeable includes but shall not be limited to:
 - any use of our Platforms in a manner that we do not authorize;
 - ending, suspending or restricting use of our Platforms in accordance with these Terms;
 - any loss or damage caused by us in circumstances where there is no breach of contractual obligation or legal duty owed to you by us;
 - any loss or damage (including to any device or content belonging to you) caused by us to the extent that such loss or damage results from your negligence, your failure to follow our reasonable instructions or any other breach of these Terms (or any other contract you have in place with us), unless we were in breach of a legal obligation or duty of care owed to you by us and that breach is the substantial cause of the loss or damage;
 - any loss or damage caused by any error, bugs or viruses arising in your use of our Platforms that are not directly caused by or attributable to our Platforms, or any incompatibility of our Platforms with any other software, hardware or material on your device; and
 - any breach of paragraphs 7 or 8 by you.
- Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under laws of the Republic of Cyprus.
- If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, 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 technical requirements advised by us.
- Our Apps are for domestic and private use only. If you use our Apps 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.
- Please note that in some jurisdictions consumer protection laws may not allow certain disclaimers or exclusions or limitations of liability and consequently some of the disclaimers, exclusions and limitations of liability in these Terms may not apply.
- We recommend that you back up any content and data used in connection with our Apps, to protect yourself in case of problems with our Apps.
- Our Apps have not been developed to meet your individual requirements. Please check that the facilities and functions of our Apps (as described on the app stores where ours Apps are available and in the related documentation) meet your requirements.

- If our provision of support for our Platforms is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. Provided we do this we will not be liable for delays caused by the event but you may terminate these Terms by ceasing to use our Platforms and deleting or removing our Apps from your device.
- Our Apps, which are available on various app stores, are controlled and offered by us from our facilities in the Republic of Cyprus. The distribution of our Apps via app stores is governed by their rules with which we must comply. There are some locations where Apps with paid for in-app purchasing products are not permitted and therefore in those locations our Apps will not be visible to app store users registered in those locations.
- You agree that you will compensate us for any losses (including reasonable legal fees) that we incur as a result of any breach of paragraph 7 or 8 by you.

14. YOUR PRIVACY

- We only use any personal data we collect through your use of our Platforms in the ways set out in our Privacy Policy.
- Please be aware that internet transmissions are never completely private or secure and that any message or information you send using our Platforms may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- By using our Platforms, you agree to us collecting and using technical information about the devices you use our Platforms on and related software, hardware and peripherals to improve our products.

15. THIRD-PARTY WEBSITES

- You acknowledge that our Platforms may contain links to third-party websites (whether by way of advertisements or otherwise) that are not owned or controlled by us. Such links are provided for your reference only. We do not control such websites and are not responsible for the contents or your use of them, and as a result, we do not accept responsibility for the availability, suitability, reliability or content of such third-party websites.
- Our inclusion of such hyperlinks in our Platforms does not imply any endorsement of the material or the views expressed within them.

16. SUPPORT

- If you think our Platforms are faulty or misdescribed please contact us using the details provided in paragraph 1.
- If we have to contact you we will do so by email, using the contact details you have provided to us.

17. CHANGES TO OUR PLATFORMS

- From time to time we may automatically update our Platforms to improve performance, enhance functionality, reflect changes to the operating system or address security issues.
- In respect of Apps if you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using our Apps.
- Changes to our Apps will not prevent our Apps working with the versions of the operating system shown on the app store that you downloaded the App from.

18. CHANGES TO THESE TERMS

- These Terms may only be modified with our prior written consent. We may alter or amend these Terms, including introducing new terms, that are:
 - the result of a change in applicable law or our business;
 - necessary for the provision of our Platforms; or
 - the result of any improvements to our Platforms.
- Subject to paragraph 18, if we make any changes (including any changes to our policies), we will give thirty (30) days' prior written notice to you via electronic communication within our Apps. If you notify us in writing within the thirty (30) days that you do not accept the change, these Terms will terminate immediately. However, if you continue to use our Platforms after providing such notice or after the thirty (30) day period, you are accepting these Terms as updated.
- We are under no obligation to notify you of any changes to these Terms that result in minor adjustments or corrections to these Terms.

19. TRANSFER OF RIGHTS

- We may transfer our rights and obligations under these Terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

21. TERMINATION

- These Terms apply from when you start to use our Platforms (the "Effective Date") and will remain in full force and effect while you use our Platforms until terminated in accordance with this paragraph 20.
- We may terminate these Terms and your use of our Platforms, or suspend your use of our Platforms, immediately by written notice to you if:
 - we consider that you have used our Platforms in violation of these Terms;
 - we believe there has been unauthorized access to our Platforms;
 - we, at our sole discretion, decide to withdraw our Platforms (whether in whole or in part);
 - we have a legal or regulatory obligation imposed on us, which impacts our ability to provide our Platforms; or

- for any other reason provided that we have given you thirty (30) days' written notice by email, SMS or via an electronic communication within our Platforms.
- We may discontinue licensing any of the App Content at any time at our sole discretion. In this instance you will be able to continue to use our Apps with the App Content, but it will no longer be available on app stores and will no longer be supported by us.
- You can terminate these Terms by ceasing to use our Platforms, deleting or uninstalling our Apps from your device. If you purchase Subscription as specified in paragraph 21, you should also cancel your Subscription directly.
- Upon termination for any reason:
 - all rights granted to you under these Terms cease (however, any liabilities incurred by you under these Terms prior shall survive any such termination);
 - you must cease all activities authorized by these Terms; and
 - you must delete or remove our Apps from your device.

22. USAGE RESTRICTIONS

Use of Platforms is limited to users aged 13 years and above, except in European Economic Area ("EEA"), where the services are limited to users aged 16 years and above. To make a purchase via Platforms (described in the paragraph titled "Subscriptions" below), you must be 18 years or older and capable of forming a binding contract.

23. SUBSCRIPTIONS

23.1. Free or paid trial.

We may offer a free or paid (for a small payment) trial subscription for service. Unless you cancel at least 24 hours before the end of the trial, you will be automatically charged a price indicated on the payment screen or/and Apple's/ Google's payment pop-up screen for a chosen subscription period. Please note that if a trial is offered, this will be explicitly stated on the price screen before the checkout. If this is not the case, you will purchase our subscription without a trial.

23.2. Subscription.

The Subscription renews automatically for the same period at the end of each Subscription period (each week, month, 6 months, year, or otherwise, depending on the option selected by you at the time of purchase) at the cost of the chosen package. Your Account will be charged for the renewed Subscription within 24 hours prior to the end of the current Subscription. If You cancel the automatic renewal within the last 24 hours of the Subscription, such cancellation will take effect at the end of the new Subscription.

23.3. Payment method.

Payment will be charged to the payment method you submitted at the time of purchase at confirmation of purchase (after you confirm by single-touch

identification, facial recognition, or entering your payment method details on the web, or otherwise accepting subscription terms provided on the payment screen or on the pop-up screen provided by Apple/Google or on our web page) or after the end of the trial period. You authorize us to charge the applicable subscription fees to the payment method that you use.

23.4. Cancellation.

Your subscription renews automatically at the end of each period until you cancel. You must cancel your Subscription before it renews to avoid the billing of the fees for the next Subscription period.

- if You purchased the Subscription or enabled trial on the App Store, please, change subscription settings of Your Account. Learn more about managing subscriptions (and how to cancel them) on the [Apple support page](#).
- if You purchased the Subscription or enabled trial on Google Play, please, change subscription settings of Your Account. Learn more about managing subscriptions (and how to cancel them) on [Google's support page](#).
- if you purchased a Subscription or enabled trial on our websites: please, contact us by email at support@LogSkin.com.

If You uninstall the App, Your Subscription will not stop automatically. You must cancel the automatic renewal of Your Subscription in order not to be charged with the cost of the new Subscription.

23.5. Refunds

- You purchased a Subscription or enabled trial on App Store: if you are eligible for a refund, you'll have to request it directly from Apple. To request a refund, follow these instructions from the [Apple support page](#).
- You purchased a Subscription or enabled trial on Google Play: if you are eligible for a refund, you'll have to request it directly from Google. To request a refund, follow these instructions from [Google's support page](#).
- You purchased a Subscription or enabled trial on our websites: generally, the payments made to us are non-refundable. However, there are a few exceptions that can lead to a positive response to a refund request — see section 23.6.

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.

23.6. Refund and Money-back policy for subscriptions purchased on our websites
Below you will find the cases when a refund has a higher likelihood to be approved.

- If you possess certain refund rights under applicable laws. In this case, you should justify your refund request and submit all the relevant documentation that supports your right to receive the refund.
- In case of a confirmed bug that doesn't allow you to use the application properly. To determine whether an issue you are experiencing is a bug indeed, you'll need to provide all the necessary technical information to our Support Team and receive a confirmation from them.

- If you apply for a refund under our Money-back policy and meet all the conditions set. Please, see the Money-back policy rules below.

23.7. Money-back policy

If you purchased the Subscription directly on our websites and the money-back option was presented to you during the checkout, you are eligible to receive a refund if you did not get visible results with our App, provided that all of the following conditions are met:

- you contact us within 30 days after your initial purchase and before the end of your subscription period; and
- you have followed our App program (i) at least during 7 consecutive days within the first 30 days after the purchase (for monthly and more lengthy subscription periods) or (ii) at least during 3 consecutive days within the first 7 days after the purchase (for weekly and biweekly subscription periods); and
- you are able to demonstrate that you have followed the App program pursuant to the requirements stated below in Section “How to demonstrate that you have followed the App program”.

24. GENERAL

24.1. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

24.2. These Terms are governed by laws of the Republic of Cyprus (including non-contractual disputes or claims) and legal proceedings in respect of these Terms and our Platforms shall be dealt with exclusively by the courts of Cyprus.

24.3. If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the relevant provision shall be deemed modified to the minimum extent necessary to make it valid, and the invalidity of such provision will not affect the validity of the remaining provisions of these Terms and Conditions which will remain in full force and effect.

24.4. Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of these Terms by you. Accordingly, we shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these Terms.