

# Fareloom Terms and Conditions of Use

Effective as of 9 January 2021



Hello, and welcome to the Fareloom Terms and Conditions of Use (“Terms”). The Terms you see below are important because they:

- Outline your legal rights on Fareloom
- Explain the rights you give to us when you use Fareloom
- Describe the rules everyone needs to follow when using Fareloom
- Contain a class action waiver and an agreement on how to resolve any disputes that may arise by arbitration

Please read these Terms, our [Privacy Policy](#) and any other terms referenced in this document carefully.

## 1 Introduction

Thanks for choosing Fareloom (“Fareloom,” “we,” “us,” “our”). Fareloom provides personalised services with social and interactive features for helping you gather, share, preserve and create your recipes and stories as well as other products and services that may be developed from time to time. By signing up or otherwise using any of these Fareloom services, including all associated features and functionalities, website and user interfaces, as well as all content and software applications associated with our service (collectively, the “Fareloom Service” or “Service”), or accessing any videos or other content or material that is made available through the Service (the “Content”) you are entering into a binding contract with the Fareloom entity indicated in Section 25 (Contact us).

Your agreement with us includes these Terms and any additional terms that you agree to, as discussed in the [Entire Agreement](#) section below, other than terms with any third parties (collectively, the “Agreements”). The Agreements include terms regarding [future changes to the Agreements](#), [export controls](#), [automatic renewals](#), [limitations of liability](#), [privacy](#), [waiver of class actions](#), and [resolution of disputes by arbitration](#) instead of in court. If you wish to review the terms of the Agreements, the current effective version of the Agreements can be found on Fareloom’s [website](#). You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don’t agree with (or cannot comply with) the Agreements, then you may not use the Fareloom Service or access any Content.

In order to use the Fareloom Service and access any Content, you need to (1) meet the age requirements in the chart below, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and (3) reside in a country where Service is available. You also promise that any registration

information that you submit to Fareloom is true, accurate, and complete, and you agree to keep it that way at all times. If you are a resident of one of the following countries, reference this chart for your country-specific age restrictions:

If your country is marked with an asterisk (\*) in the chart below, and you require parent or guardian consent, your parent or guardian will enter into the contract on behalf of you.

Country	Age Requirements
Andorra*, Argentina*, Australia, Austria*, Bahrain, Belgium, Bolivia*, Costa Rica*, Czech Republic, Denmark*, Dominican Republic, Ecuador, El Salvador*, Estonia, Finland, France*, Greece*, Guatemala*, Honduras*, Hong Kong, Iceland, India, Ireland, Israel, Jordan, Kuwait, Latvia, Lebanon, Liechtenstein, Luxembourg, Malaysia*, Malta*, Mexico*, Monaco*, Morocco, New Zealand, Nicaragua*, Norway*, Oman, Palestine, Panama*, Paraguay*, Philippines*, Poland*, Portugal*, Qatar, Saudi Arabia, Singapore, South Africa, Spain*, Sweden, Switzerland, UAE, Turkey*, United Kingdom, Uruguay, Vietnam	Must be 18 or older, or be 13 or older and have parent or guardian consent.
Algeria	Must be 19 or older, or be 13 or older and have parent or guardian consent.
Brazil	Must be 18 or older, or be 16 or older and have parent or guardian consent.
Bulgaria*, Colombia*, Chile, Hungary, Peru, Romania	Must be 18 or older, or be 14 or older and have parent or guardian consent.
Canada	Must be 13 or older to use the Free Service. For Paid Subscriptions, you

	must be age of majority in your province or territory of residence, or 13 or older with parent or guardian consent.
Cyprus*, Italy, Lithuania, Netherlands	To use the Free Service, must be 16 or older, or be 13 or older and have parent or guardian consent. To register for a Paid Subscription, must be 18 or older, or be 13 or older and have parent or guardian consent.
Egypt, Indonesia	Must be 21 or older, or be 13 or older and have parent or guardian consent.
Japan, Taiwan, Thailand	Must be 20 or older, or be 13 or older and have parent or guardian consent.
Slovakia*	Must be 16 or older, or be 13 or older and have parent or guardian consent.
Tunisia	Must be 18 or older.

## 2 Changes to the Agreements

Occasionally we may make changes to the Agreements for valid reasons, such as improving the existing functions or features or adding new functions or features to the Service, implementing advancements in science and technology, and reasonable technical adjustments to the Service, ensuring the operability or the security of the Service, and for legal or regulatory reasons. When we make material changes to the Agreements, we'll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice or seeking your agreement within the Service or by sending you an email. In some cases, we will notify you in

advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your account by [contacting us](#).

## 3 Enjoying Fareloom

Here's some information about all the ways you can enjoy Fareloom.

### 3.1 Service Options

You can find a description of our Service option on our [website](#), and we will explain which service option that is available to you when you create a Fareloom account. Certain options are provided to you free-of-charge. The Fareloom Service that does not require payment is currently referred to as the "Free Service." Other options require payment before you can access them (the "Paid Subscriptions"). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the Fareloom Service. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time in accordance with these Terms.

We will explain which services are available to you when you are signing up for the services. If you cancel your subscription, or if your subscription to the Service is interrupted (for example, if you change your payment details), you may not be able to re-subscribe for the Service. Note that the Service may be discontinued in the future, in which case you will no longer be charged for the Service.

If you have purchased or received a code, gift card, pre-paid offer or other offer provided or sold by or on behalf of Fareloom for access to a Paid Subscription ("Code"), separate terms and conditions presented to you along with the Code may also apply to your access to the Service and you agree to comply with any such terms and conditions. You may also purchase access to a Paid Subscription through a third party. In such cases, separate terms and conditions with such third party in addition to the Agreements may apply to your access to the Service.

### 3.2 Trials

Fareloom will provide a 14 day free trial at the commencement of your service. From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a "Trial"). Fareloom may determine your eligibility for a Trial, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.

For some Trials, we'll require you to provide your payment details to start the Trial. By providing such details you agree that we may automatically begin charging you for the Paid Subscription on the first day following the end of the Trial on a recurring monthly basis or another interval that we disclose to you in advance. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION BEFORE THE END OF THE TRIAL BY CLICKING [HERE](#) IF YOU SIGNED UP FOR THE TRIAL THROUGH FARELOOM, OR IF YOU RECEIVED YOUR TRIAL THROUGH A THIRD PARTY, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH THE THIRD PARTY.

## **4 Payments, cancellations, and cooling off**

### **4.1 Billing**

You may purchase a Paid Subscription directly from Fareloom or through a third party either by (1) paying a subscription fee in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or (2) pre-payment giving you access to the Fareloom Service for a specific time period ("Pre-Paid Period").

Fareloom may change the price for the Paid Subscriptions, including recurring subscription fees, the Pre-Paid Period (for periods not yet paid), or Codes, from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Fareloom Service after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the Paid Subscription prior to the price change going into effect.

If you register for a Paid Subscription, you may change your mind for any or no reason and receive a full refund of all monies paid within fourteen (14) days starting from the day you sign-up for the relevant service (the "Cooling-off Period") in accordance with the following:

- If you sign up for a Trial, you agree that the Cooling-off Period for the Paid Subscription for which you are receiving a Trial ends fourteen (14) days after you start the Trial. If you don't cancel the Paid Subscription before the Trial ends, you lose your right of withdrawal and authorize Fareloom to automatically charge you the agreed price each month until you cancel the Paid Subscription.
- If you purchase a Paid Subscription with no Trial, you authorize Fareloom to charge you automatically each month until you cancel. You agree that the Cooling-off Period is available for fourteen (14) days after your purchase but is lost once you use the Fareloom Service during that period.

## 4.2 Renewal; Cancellation

Unless your Paid Subscription has been purchased for a Pre-Paid Period, your payment to Fareloom or the third party through which you purchased the Paid Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Paid Subscription before the end of the then-current subscription period by clicking [here](#) if you purchased the Paid Subscription through Fareloom, or if you purchased the Paid Subscription through a third party, by canceling the Paid Subscription through such third party. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the Free Service. If you purchased your Paid Subscription through Fareloom and you cancel your payment or Paid Subscription and/or terminate any of the Agreements (1) after the Cooling-off Period is over (where applicable), or (2) before the end of the current subscription period, we will not refund any subscription fees already paid to us. If you wish to receive a full refund of all monies paid to Fareloom before the Cooling-off Period is over, you must [contact](#) Customer Support. When we process any refund, we will refund amounts using the method you used for payment.

If you have purchased a Paid Subscription using a Code, your subscription will automatically terminate at the end of the period stated in the Code, or when there is an insufficient pre-paid balance to pay for the Service. If you have purchased your Paid Subscription through a third party, you must cancel directly with that third party.

## 5 Using our service

The Fareloom Service and the Content are the property of Fareloom or Fareloom's licensors. We grant you limited, non-exclusive, revocable permission to make use of the Fareloom Service, and limited, non-exclusive, revocable permission to make personal, non-commercial use of the Content (collectively, "Access"). This Access shall remain in effect until and unless terminated by you or Fareloom. You promise and agree that you are using the Fareloom Service and Content for your own personal, non-commercial use and that you will not redistribute or transfer the Fareloom Service or the Content.

The Fareloom software applications and the Content are not sold or transferred to you, and Fareloom and its licensors retain ownership of all copies of the Fareloom software applications and Content even after installation on your personal computers, mobile handsets, tablets, wearable devices, speakers, and/or other devices ("Devices").

All Fareloom trademarks, service marks, trade names, logos, domain names, and any other features of the Fareloom brand ("Fareloom Brand Features") are the sole property of Fareloom or its licensors. The Agreements do not grant you any rights to use any Fareloom Brand Features whether for commercial or non-commercial use.

You agree to abide by our [User guidelines](#) and not to use the Fareloom Service, the Content, or any part thereof in any manner not expressly permitted by the Agreements. Except for the rights expressly granted to you in the Agreements, Fareloom grants no right, title, or interest to you in the Fareloom Service or Content.

Third party software (for example, open source software libraries) included in the Fareloom Service are made available to you under the relevant third party software library's license terms as published in the help or settings section of our desktop and mobile client and/or on our [website](#).

## **6 Third Party Applications and Devices**

The Fareloom Service is integrated with or may otherwise interact with third party applications, websites, and services ("Third Party Applications") and third party Devices to make the Fareloom Service available to you. These Third Party Applications and Devices may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications and Devices will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Fareloom does not endorse and is not responsible or liable for the behaviour, features, or content of any Third Party Application or Device or for any transaction you may enter into with the provider of any such Third Party Applications and Devices, nor does Fareloom warrant the compatibility or continuing compatibility of the Third Party Applications and Devices with the Service.

## **7 User-Generated Content**

Fareloom users may post, upload, or otherwise contribute content to the Service (which may include, for example, recipes, stories, pictures, video, text, messages, information, descriptions and and/or other types of content) ("User Content"). For the avoidance of doubt, "User Content" includes any such content posted to the Fareloom Support Community as well as any other part of the Fareloom Service.

You promise that, with respect to any User Content you post on Fareloom, (1) you own or have the right to post such User Content, and (2) such User Content, or its use by Fareloom as contemplated by the Agreements, does not violate the Agreements or any other rights set forth within the User guidelines, applicable law, or the intellectual property, publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by Fareloom or any artist, band, label, entity or individual without express written consent from Fareloom or such individual or entity.

Fareloom may, but has no obligation to, monitor, review, or edit User Content. In all cases, Fareloom reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in Fareloom's sole discretion, violates the Agreements. Fareloom may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at

our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that you post. Fareloom is not responsible for User Content nor does it endorse any opinion contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST FARELOOM RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD FARELOOM HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

## **8 Rights you grant us**

In consideration for the rights granted to you under the Agreements, you grant us the right to (1) allow the Fareloom Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service, (2) to provide advertising and other information to you if under the Free Service, and (3) to allow our business partners to do the same. In any part of the Fareloom Service, the Content you access, including its selection and placement, may be influenced by commercial considerations, including Fareloom's agreements with third parties. Some Content licensed by, provided to, created by or otherwise made available by Fareloom (e.g. podcasts) may contain advertising as part of the Content. The Fareloom Service makes such Content available to you unmodified.

If you provide feedback, ideas, or suggestions to Fareloom in connection with the Fareloom Service or Content ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Fareloom to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

You grant Fareloom a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of the Agreements plus twenty (20) years), irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any "moral rights" or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.



## 9 User guidelines

Fareloom respects intellectual property rights and expects you to do the same. We've established a few ground rules for you to follow when using the Service, to make sure Fareloom stays enjoyable for everyone. You must follow these rules and should encourage other users to do the same. The following is not permitted for any reason whatsoever:

1. copying, redistributing, reproducing, "ripping," recording, transferring, or displaying to the public, broadcasting, or making available to the public any part of the Fareloom Service or the Content, or otherwise making any use of the Fareloom Service or the Content which is not expressly permitted under the Agreements or applicable law or which otherwise infringes the intellectual property rights (such as copyright) in the Fareloom Service or the Content or any part of it;
2. using the Fareloom Service to import or copy any local files that you do not have the legal right to import or copy in this way;
3. transferring copies of cached Content from an authorized Device to any other Device via any means;
4. reverse-engineering, decompiling, disassembling, modifying, or creating derivative works of the Fareloom Service, Content or any part thereof except to the extent permitted by applicable law. [If applicable law allows you to decompile any part of the Fareloom Service or the Content where required in order to obtain the information necessary to create an independent program that can be operated with the Fareloom Service or with another program, the information you obtain from such activities (a) may only be used for the foregoing objective, (b) may not be disclosed or communicated without Fareloom's prior written consent to any third party to whom it is not necessary to disclose or communicate in order to achieve that objective, and (c) may not be used to create any software or service that is substantially similar in its expression to any part of the Fareloom Service or the Content];
5. circumventing any technology used by Fareloom, its licensors, or any third party to protect the Content or the Service;
6. selling, renting, sublicensing, or leasing of any part of the Fareloom Service or the Content;
7. circumventing any territorial restrictions applied by Fareloom or its licensors;
8. removing or altering any copyright, trademark, or other intellectual property notices contained on the Content or the Service or provided through the Service (including for the purpose of disguising or changing any indications of the ownership or source of any Content);
9. circumventing or blocking advertisements in the Fareloom Service, or creating or distributing tools designed to block advertisements in the Fareloom Service

10. providing your password to any other person or using any other person's username and password;
11. "crawling" the Fareloom Service or otherwise using any automated means (including bots, scrapers, and spiders) to view, access, or collect information from Fareloom or the Fareloom Service;
12. artificially promoting Content by automated means or otherwise.

Please respect Fareloom, the owners of the Content, and other users of the Fareloom Service. Don't engage in any activity, post any User Content, or register and/or use a username, which is or includes material that:

15. is offensive, abusive, defamatory, pornographic, threatening, or obscene;
16. is illegal, or intended to promote or commit an illegal act of any kind, including violations of intellectual property rights, privacy rights, or proprietary rights of Fareloom or a third party;
17. includes your password or purposely includes any other user's password or purposely includes personal data of third parties or is intended to solicit such personal data;
18. includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's access to the Service;
19. is intended to or does harass or bully other users;
20. impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;
21. involves the transmission of unsolicited mass mailings or other forms of spam ("spam"), junk mail, chain letters, or similar;
22. involves commercial or sales activities, such as advertising, promotions, contests, sweepstakes, or pyramid schemes, that are not expressly authorized by Fareloom;
23. links to, references, or otherwise promotes commercial products or services, except as expressly authorized by Fareloom;
24. interferes with or in any way disrupts the Fareloom Service, tampers with, breaches, or attempts to probe, scan, or test for vulnerabilities in the Service or Fareloom's computer systems, network, usage rules, or any of Fareloom's security components, authentication measures or any other protection measures applicable to the Service, the Content or any part thereof; or
25. conflicts with the Agreements, as determined by Fareloom.

You acknowledge and agree that posting any User Content that violates these User guidelines (or that Fareloom reasonably believes violates these User guidelines) may result in immediate termination or suspension of your Fareloom account. You also agree that Fareloom may reclaim your username where it is reasonable for us to do so, including if you have violated the Agreements.

Please be thoughtful about how you use the Fareloom Service and what you share. The Fareloom Service includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public. Remember that shared or publicly available information may be used and re-shared by other users on Fareloom or across the web, so please use Fareloom carefully and be mindful of your account settings. Fareloom has no responsibility for your choices to post material on the Service.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use (including any unauthorized use) of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by a third party, you must notify us immediately and change your password as soon as possible.

## 10 Infringement and reporting User Content

Fareloom respects the rights of intellectual property owners. If you believe that any Content infringes your intellectual property rights or other rights, see [Fareloom's copyright policy](#). If Fareloom is notified by a copyright holder, using the forms provided by Fareloom, that any Content infringes a copyright, Fareloom may in its sole discretion remove such Content from the Service, or take other steps that Fareloom deems appropriate, without prior notification to the user or other party who supplied or posted that Content. If such user or other party believes that the Content is not infringing, he or she may in certain circumstances submit a counter-notification to Fareloom with a request to restore the removed content, which Fareloom may or may not honor, in Fareloom's sole discretion.

If you believe that any Content does not comply with the User [guidelines](#), please fill out our [notice form](#).

## 11 Service limitations and modifications

Fareloom will make reasonable efforts to keep the Fareloom Service operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. Fareloom reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Fareloom Service, with advance notice where possible, all without liability to you, except where prohibited by law, for valid reasons such as in case of genuine interruption, modification, or discontinuation of the Fareloom Service or any function or feature thereof, or need to repair, maintain or improve the existing functions or features, or to add new functions or features to the Service, or to implement advancements in science and technology or ensure the operability or the security of the Service, legal and regulatory reasons.

Notwithstanding the foregoing, if you have prepaid fees to Fareloom for Paid Subscriptions that Fareloom permanently discontinues prior to the end of the Pre-Paid Period (defined in the Payments, cancellations, and cooling off section), Fareloom will refund you the prepaid fees for the Pre-Paid Period after such discontinuation. You understand, agree, and accept that Fareloom will make reasonable efforts, although it has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. Fareloom and/or the owners of any Content may, from time to time, remove any such Content without notice. This section will be enforced to the extent permissible by applicable law.

## 12 Brand Accounts

If you establish a Fareloom account on behalf of a company, organization, entity, or brand (a “Brand,” and such account a “Brand Account”), the terms “you” and “your,” as used throughout the Agreements, apply to both you and the Brand. If you create a Brand Account, you represent and warrant that you are authorized to grant all permissions and licenses provided in the Agreements and to bind the Brand to the Agreements.

A Brand may follow users, create, and share playlists, provided that the Brand does not take any action that implies an endorsement or commercial relationship between the Brand and the followed user, artist, songwriter, or any other person, unless the Brand has independently obtained the rights to imply such an endorsement. In addition, Brands must be transparent to our users about disclosing any endorsements or consideration provided to artists, songwriters, users, or any other party and must comply with all applicable laws, regulations, and codes of practice when engaging in the foregoing practices.

## 13 Fareloom Support Community

The Fareloom Support Community is a place for discussions and exchange of information, tips, and other materials related to the Fareloom Service. By using the Fareloom Support Community you agree to the [Community Terms](#).

## 14 Customer support

For customer support with account-related and payment-related questions (“Customer Support Queries”), please submit a ticket to our Customer Service department using the Customer Service [contact form](#) on the About Us section of our website. We will use reasonable endeavours to respond to all Customer Support Queries within a reasonable time frame but we make no promises that any Customer Support Queries will be responded to within any particular time frame and/or that we will be able to answer any such queries.

## **15 Export control**

Fareloom's products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. You warrant that you are (1) not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (2) not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions.

You agree to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, you agree that you shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Fareloom under the Agreements to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

## **16 Term and termination**

The Agreements will continue to apply to you until terminated by either you or Fareloom. However, you acknowledge and agree that the perpetual license granted by you in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason. Fareloom may terminate the Agreements or suspend your access to the Fareloom Service at any time, including in the event of your actual or suspected unauthorised use of the Fareloom Service and/or Content, non-compliance with the Agreements, or if we withdraw Services and/or Content (in which case we shall provide you reasonable notice in advance of doing so). If you or Fareloom terminate the Agreements, or if Fareloom suspends your access to the Fareloom Service, you agree that Fareloom shall have no liability or responsibility to you, and Fareloom will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. You may terminate the Agreements at any time. To learn how to terminate your Fareloom account, please see our FAQs or contact us through the Customer Service which is available on our About Us page. This section will be enforced to the extent permissible by applicable law.

Sections 7, 8, 9, 11, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 herein, as well as any other sections of the Agreements that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

## **17 Warranty disclaimer**

YOU UNDERSTAND AND AGREE THAT THE FARELOOM SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. FARELOOM AND ALL OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER FARELOOM NOR ANY OWNER OF CONTENT WARRANTS THAT THE FARELOOM SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, FARELOOM MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, DEVICES OR ANY OTHER PRODUCT OR SERVICE ADVERTISED, PROMOTED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE FARELOOM SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND FARELOOM IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF THE FOREGOING.

NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM FARELOOM SHALL CREATE ANY WARRANTY ON BEHALF OF FARELOOM. WHILE USING THE FARELOOM SERVICE, YOU MAY HAVE ACCESS TO EXPLICIT CONTENT FILTERING FEATURES, BUT USE OF THESE FEATURES MAY STILL RESULT IN SOME EXPLICIT CONTENT BEING SERVED AND YOU SHOULD NOT RELY ON SUCH FEATURES TO FILTER ALL EXPLICIT CONTENT.

WITHOUT LIMITING THE FOREGOING, NOTHING IN THIS SECTION SHALL HAVE THE EFFECT OF LIMITING FARELOOM’S LIABILITY IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE OF ITS ESSENTIAL OBLIGATIONS FOR PROVIDING THE SERVICE UNDER THE AGREEMENTS. THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

## **18 Limitation**

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE FARELOOM SERVICE IS TO UNINSTALL ANY FARELOOM SOFTWARE AND TO STOP USING THE FARELOOM SERVICE. YOU AGREE THAT FARELOOM HAS NO OBLIGATION OR LIABILITY ARISING FROM OR RELATED TO THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE FARELOOM SERVICE, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY

APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO FARELOOM, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

IN NO EVENT WILL FARELOOM, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR:

(1) ANY LOSS OR DAMAGE (INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY, DAMAGES) WHICH IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE CONTRACT WAS MADE, BOTH WE AND YOU KNEW IT MIGHT; (2) ANY: (A) LOSS OF USE; (B) LOSS OF DATA; (C) LOSS OF BUSINESS; (D) LOSS OF PROFITS; OR  
(E) DAMAGE TO DEVICES, TO THE EXTENT YOU COULD HAVE AVOIDED SUCH DAMAGE BY FOLLOWING OUR ADVICE TO APPLY UPDATES TO THE SERVICES OR CONTENT OR IF SUCH DAMAGE IS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US,

IN ALL CASES ARISING OUT OF THE USE OF OR INABILITY TO USE THE FARELOOM SERVICE, DEVICES, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER FARELOOM HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE;

(3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE FARELOOM SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO FARELOOM DURING THE PRIOR TWELVE MONTHS IN QUESTION; OR

(4) NON-PERFORMANCE OR INADEQUATE PERFORMANCE OR DELAY TO THE OBLIGATIONS DERIVING FROM THE AGREEMENTS CAUSED BY FORCE MAJEURE OR ANY CAUSE WHICH IS NOT REASONABLY FORESEEABLE OR BEYOND FARELOOM'S REASONABLE CONTROL.

Nothing in the Agreements removes or limits Fareloom's liability for fraud, fraudulent misrepresentation, death, or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. YOU MAY HAVE RIGHTS UNDER APPLICABLE LAW IN YOUR JURISDICTION WHICH PROVIDES FOR REMEDIES IN ADDITION TO THOSE SET OUT ABOVE.

## **19 Third party rights**

You acknowledge and agree that the owners of the Content and certain distributors (such as app store providers) are intended beneficiaries of the Agreements and have the right to enforce the Agreements directly against you. Other than as set out in this section, the Agreements are not intended to grant rights to anyone except you and Fareloom, and in no event shall the Agreements create any third party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of the Agreements are not subject to the consent of any other person.

If you have downloaded the App from the Apple, Inc. (“Apple”) App Store or if you are using the App on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. This Agreement is between you and Fareloom only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Service and/or your possession and use of the App infringe that third party’s intellectual property rights. You agree to comply with any applicable third party terms, when using the Service. Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **20 Entire Agreement**

Other than as stated in this section or as explicitly agreed upon in writing between you and Fareloom, the Agreements constitute all the terms and conditions agreed upon between you and Fareloom and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

Please note, however, that certain aspects of your use of the Fareloom Service may be governed by additional agreements. That could include, for example, access to



the Fareloom Service as a result of a gift card, free or discounted Trials, or together with other services. When you are presented with an offer for such aspects of your use, you will be presented with any related additional agreement, and you may have an opportunity to agree to additional terms. Some of those additional terms are listed on Fareloom's website. To the extent that there is any irreconcilable conflict between any additional terms and these Terms, the additional terms shall prevail.

## **21 Severability, waiver, and interpretation**

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Fareloom or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive Fareloom's or the applicable third party beneficiary's right to do so.

As used in these Terms, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation."

## **22 Assignment**

Fareloom may assign the Agreements, and any of its rights under the Agreements, in whole or in part, and Fareloom may delegate any of its obligations under the Agreements. You may not assign the Agreements, in whole or in part, nor transfer or sub-license your rights under the Agreements, to any third party.

## **23 Indemnification**

You agree to indemnify and hold Fareloom harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to: (1) your breach of the Agreements or any one of them; (2) any User Content you post or otherwise contribute; (3) any activity in which you engage on or through the Fareloom Service; and (4) your violation of any law or the rights of a third party.

## **24 Intellectual property, software and content**

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain the property of Website Owner or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Website Owner and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise

reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

## 25 Shipping

Fareloom uses a print-on-demand company for creation and fulfilment of our books, so any physical products purchased will need to be printed and bound before they are shipped to you. Our estimated production time for all printed products is 3-5 business days.

**Note: Shipping times are estimates and not guaranteed. Express and Expedited delivery methods deliver Monday through Friday.**

Incorrect delivery addresses, customs delays, natural disasters, and delivery restrictions may delay your order. Orders affected by such delays may take as long as 6 weeks to arrive. Fareloom takes no responsibility for delivery delays outside of our control and will take no action on these orders during that time.

- Untraceable Mail and Priority Mail services may require extra transit times and may take up to 28 days to complete delivery.
- Untraceable Mail and Priority Mail orders that do not arrive within 28 days may be eligible for a reorder at the discretion of Support Staff. *Please note that we are unable to offer more than one reorder for an order using Untraceable Mail or Priority Mail.*
- International Economy packages are delivered using the postal service of the destination country.
- Local Customs and Immigration agencies determine duties or taxes levied against packages arriving from outside the destination country. These additional fees are the responsibility of the recipient. Fareloom cannot be held responsible for any costs incurred by the purchaser or recipient of orders due to shipment failure or late delivery.
- Where applicable : - please note that we do support shipments addressed to Armed Forces Europe, Armed Forces Pacific, and Armed Forces America. Select the option that best fits your Armed Forces shipping destination.
- When choosing Mail for orders going to Hawaii, Alaska, and Puerto Rico, the estimated arrival time will take at least 14 days for Transit. If the transit time exceeds 14 days, the mail order may be eligible for a reorder at the discretion of Support Staff.
- If your order arrives with damage, a print defect, or the incorrect book arrives, please contact us via [info@fareloom.co](mailto:info@fareloom.co) and we'll be happy to assist you. Instead of shipping the book or package back to us, please attach a digital image showing the problem with the order.

## 27 Returns

If you received damaged, defective, or incorrectly packaged items, we are happy to provide a replacement copy. Please notify us within 30 days of your order's shipment date.

Please Note: Fareloom accepts no responsibility for the quality of the content (including misspelled words, grammatical errors, etc.), formatting, design or overall book appearance and will not provide refunds for those reasons.

## **28 Contact us**

If you have any questions concerning the Fareloom Service or the Agreements, please contact Fareloom Customer Service by visiting the About Us section of our app or website.

Thank you for reading our Terms. We hope you enjoy Fareloom!

Contracting entity: Manifeasto Pty Ltd  
Eltham, Victoria 3095  
AUSTRALIA