

KAIROS

Terms and Conditions

Last updated: March 21, 2017

DESCRIPTION OF TERMS

Mymegaselfie is a smartphone application developed and offered by KAIROS SARL, allowing users to take photos from their own smartphones, via professional cameras placed on sites of outstanding interest (including but not limited to tourist sites, landmarks, landscapes, and events.)

The user receives these photos directly on his smartphone in seconds, and can zoom in to identify himself in close-up.

Additional services may be offered by us from time to time. Here are the terms of use ("Terms") for the use of the Site and the Services.

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with myMegaSelfie mobile application (the "Service") operated by KAIROS SARL ("KAIROS," "us", "we", or "our").

Please read these Terms and Conditions carefully before using our myMegaselfie mobile application (the "Service"). Before using any of the myMegaselfie services, you are required to read, understand, and agree to these terms.

ACCEPTANCE OF TERMS

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

BY USING THE SERVICES, YOU ARE AGREEING, ON BEHALF OF YOURSELF AND THOSE YOU REPRESENT, TO COMPLY WITH AND BE LEGALLY BOUND BY THESE TERMS AS WELL AS OUR [PRIVACY POLICY](#) AND ALL APPLICABLE LAWS. IF YOU, FOR YOURSELF OR ON BEHALF OF THOSE YOU REPRESENT, DO NOT AGREE TO ANY PROVISION OF THESE TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY REGISTERED, CANCEL YOUR ACCOUNT.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to provide certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we

may experience delays in updating information on the Service and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of KAIROS and its licensors. The Service is protected by copyright, trademark, and other laws of both Monaco and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of KAIROS.

Rights of use

KAIROS grants a non-exclusive right to use the content generated by the Service for private, personal and non-commercial use only.

Links And Publication To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by KAIROS.

KAIROS has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that KAIROS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease.

Limitation Of Liability

In no event shall KAIROS, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

KAIROS may under no circumstances be held liable for any dissemination, sharing or publication of the content generated by the Service, any public or private website, third party service, web or any type of media.

User Conduct

All content generated by the Service is the sole responsibility of the user from whom this Content is generated, and you acknowledge and agree that you, and not Kairos, are solely and entirely responsible for any Content you share or publish on Web sites or Third party services that are neither owned nor controlled by KAIROS. KAIROS does not control the content generated on the user's request and, as such, does not guarantee the accuracy, integrity or quality of this Content. You understand that by using the Service you may be exposed to Content that is offensive, indecent or objectionable.

As a condition of use, you promise not to use the Service for any purpose unlawful or prohibited by these Terms, or any other

purpose not reasonably foreseen by myMegaselfie. For example, and not as a limitation, you agree not to use the Service:

1 To abuse, harass, threaten, imitate or intimidate a person;

2 To publish, transmit or cause to be displayed, or cause to be transmitted, any slanderous, libelous, defamatory, obscene, pornographic, abusive, offensive, profane or any other infringing copyright or other right of any person;

3 For any purpose (including the display, posting, sharing or viewing of visual content) that is not permitted by the laws of the jurisdiction in which you use the Service;

4 To post or transmit, or cause to be posted or transmitted, any communication intended to obtain a password or private information from any user of myMegaselfie;

5 To create or transmit unwanted "spam" to any person or URL

6 To publish copyrighted visual content or other communications that do not belong to you, with the exception of comments on visual content in blogs, where you can view this content by explicitly mentioning the name of The author and a link to the source of the content;

7 to impose an unreasonable or disproportionate burden on our infrastructure; Interfering with or attempting to interfere with the proper functioning of the service or any activity conducted on the application; or circumvent any action we may take to prevent or restrict access to the Service;

8 To advertise or solicit a user to purchase or sell products or services of others, or to use any information obtained from the Service to contact, advertise, solicit or sell to any user without its express prior consent ;

9 To promote or sell visual content generated by or through the Service;

To report suspected abuse of the Service or a violation of the Terms of Use or Sales, send written notice to myMegaselfie at the following email address: help @ mymegaselfie

You are solely responsible for your interactions with other users of the Service. MyMegaselfie reserves the right, but has no obligation, to monitor disputes between you and other users.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

KAIROS its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Monaco, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect.

What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions regarding these conditions, please contact us: SARL KAIROS - 7, rue des Açores - 98000 Monaco - info@mymegaselfie.com - help@mymegaselfie.com - www.mymegaselfie.com

Privacy Policy

Last updated: March 21, 2017

KAIROS SARL ("us", "we", or "our") operates the myMegaSelfie mobile application (the "Service").

This page informs you of our policies regarding the collection, use and disclosure of Personal Information when you use our Service. We will not use or share your information with anyone except as described in this Privacy Policy.

We use your Personal Information for providing and improving the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

Information Collection And Use

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you.

Log Data

When you access the Service by or through a mobile device, we may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use and other statistics ("Log Data").

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase our Service's functionality. These third party service providers have their own privacy policies addressing how they use such information.

Location information

We may use and store information about your location, if you give us permission to do so. We use this information to provide features of our Service, to improve and customize our Service. You can enable or disable location services when you use our Service at anytime, through your mobile device settings.

Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

We use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Service Providers

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Compliance With Laws

We will disclose your Personal Information where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

Business Transaction

If KAIROS SARL is involved in a merger, acquisition or asset sale, your Personal Information may be transferred. We will provide notice before your Personal Information is transferred and becomes subject to a different Privacy Policy.

Security

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

International Transfer

Your information, including Personal Information, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside Monaco and choose to provide information to us, please note that we transfer the information, including Personal Information, to Monaco and process it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over, and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 13 ("Children").

We do not knowingly collect personally identifiable information from children under 13. If you are a parent or guardian and you are aware that your Children has provided us with Personal Information, please contact us. If we become aware that we have collected Personal Information from a children under age 13 without verification of parental consent, we take steps to remove that information from our servers.

Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this privacy policy, please contact us: SARL KAIROS - 7, rue des Açores - 98000 Monaco - www.mymegaselfie.com - info@mymegaselfie.com - help@mymegaselfie.com