

# Terms of Service

*Date of Last Revision: November 21st, 2019*

These Terms of Service explain your rights and obligations in using the websites including but not limited to, [www.Artwall: Live Wallpapers.net](http://www.Artwall: Live Wallpapers.net), [m.Artwall: Live Wallpapers.net](http://m.Artwall: Live Wallpapers.net) and [t.Artwall: Live Wallpapers.net](http://t.Artwall: Live Wallpapers.net) ("Websites") and mobile applications ("Mobile Apps") of Artwall: Live Wallpapers, Inc., its subsidiaries, parents and affiliates ("Artwall: Live Wallpapers"). We refer to our Website visitors and Mobile App users as users ("Users") of Artwall: Live Wallpapers' Services ("Services") whether as a guest or registered user.

**Please read the Agreement carefully. By continuing to use the Services, you agree that you have read and are bound by these terms. If you do not agree to these terms, you must not use the Websites or the Mobile App.**

## I. ABOUT AVAILABILITY OF THE ONLINE SERVICES

**SOLE CONSIDERATION.** You agree that our sole offer to you in connection with the Services is to provide them as-are, or as modified by us in our sole discretion, until such time as we should choose to discontinue the Services or any component of the Services.

**SERVICES PROVIDED AS-ARE.** You agree to use the Services as-are. UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT ACCESS TO THE SERVICE BY ANY MEANS IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED "AS ARE" AND "AS AVAILABLE," AND WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR PROVIDE ADEQUATE, COMPLETE OR TIMELY INFORMATION OR DATA.

**ONLINE SERVICES MAY INCLUDE INTERACTIVE ACCOUNTS.** In using the Services, you may be provided with the opportunity to upload information, data, or

content specific to you ("Account Information" in "an Account"). Our provision of any such interactivity is a Service, and governed by these Terms of Service. You are responsible for keeping your username and password secure. If you believe that there has been unauthorized access to your username, password or your identity, please contact us as soon as possible so that we can work together to limit the damage. To the extent that the Services interact with any other social media account or service you use, such as Facebook via Facebook Connect, you understand and agree that the provision of that other account or service are not the responsibility of Artwall: Live Wallpapers. We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Service. For certain Services, Artwall: Live Wallpapers may require you to verify your phone number and consent to a one-time SMS message sent through a third-party service provider. You are responsible for providing your accurate phone number for verification purposes.

**ONLINE SERVICES SUBJECT TO CHANGE.** You agree that we may change or discontinue the Services in our sole discretion and without prior notice. You agree that you will not rely on the continued availability of the Services in taking any action, refraining from any action, or entering into any commitment.

**CONTENT NOT RETAINED FOREVER.** You agree that any Account you may create via these Services may be terminated, and/or some or all of the associated Account Information deleted, following a period of inactivity. Such deletion may be done without prior notice.

**IF IMPORTANT, KEEP A COPY.** You agree that unless otherwise specified any Account Information which you upload or provide via the Services may be modified or deleted without prior notice and at Artwall: Live Wallpapers' sole discretion. Therefore, to the extent any Account Information has importance to you, you agree to maintain an original copy separate from these Services.

## II. ABOUT YOUR ELIGIBILITY FOR THE ONLINE SERVICES

**YOUR AGE.** The Services are intended for use by individuals 13 years of age and older. You are not permitted to use the Services, establish an Account, or provide Account Information if you are under 13 years of age.

**YOUR LOCATION.** The Websites are intended for use in the United States. The Services are operated by Artwall: Live Wallpapers from the United States. Artwall: Live Wallpapers makes no representation that the Services are appropriate or available for use in other locations.

### III. ABOUT YOUR RESPONSIBILITY FOR THE SERVICES

**YOUR LIABILITY.** You are fully responsible for how you use our Services. You agree to indemnify and hold harmless us and our directors, officers, employees, service providers, vendors, and agents from and against any and all losses, liabilities, claims, damages or expenses (including attorneys' fees and court costs and expenses) arising from or related to any use of the Services by you or that occurs because of you.

**PROHIBITED USE OF THE SERVICES.** You may not create a user name, post, upload, email or otherwise transmit to Artwall: Live Wallpapers submissions of any kind that are, within the sole discretion of Artwall: Live Wallpapers, determined to be commercial, illegal, offensive or potentially harmful to others.

**YOU MUST KEEP YOUR EMAIL ADDRESS UP TO DATE.** If you change your e-mail address or other contact information used by Artwall: Live Wallpapers to communicate with you electronically, you must notify Artwall: Live Wallpapers of the change immediately by logging on to the Services and updating your profile to reflect the correct email address or by sending written notice of your updated e-mail address to [emailaccounts@Artwall: Live Wallpapers.net](mailto:emailaccounts@Artwall: Live Wallpapers.net).

If you do not update or change an incorrect e-mail address or other contact information, you understand and agree that any notices, statements or other communications to you from Artwall: Live Wallpapers will still be considered to have been provided to you if they were made available to you in electronic form on the Services or e-mailed to the e-mail address we have for you in our records. Artwall: Live Wallpapers reserves the right, if we choose, to restrict your ability to use the Services if Artwall: Live Wallpapers believes that the e-mail address you provided is incorrect.

### IV. ABOUT INTELLECTUAL PROPERTY

**YOUR SUBMISSIONS.** When you provide submissions ("Submissions") to Artwall: Live Wallpapers, you still retain all of your rights of ownership in your Submissions. However,

by uploading, posting or otherwise transmitting your Submissions on or to Artwall: Live Wallpapers, you grant Artwall: Live Wallpapers (and its successors) a royalty-free, perpetual, irrevocable, transferable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display the content (in whole or in part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also permit any subscriber to access, display, view, store and reproduce such content for personal use, as permitted by the Service and under these Terms of Service.

When you provide any Submissions to Artwall: Live Wallpapers, you understand and accept complete responsibility for your Submissions, including any and all consequences that may arise. As such, you represent and warrant that you own or have secured all necessary licenses, rights, consents and permissions for such Submissions and authorize Artwall: Live Wallpapers to make use of these Submissions in the manner contemplated by the Service and these Terms of Service; and have explicit permission, such as a signed, written consent and/or release from every person that may appear within the Submissions for Artwall: Live Wallpapers to use the Submissions, including the names and likeness of those persons, in the manner contemplated by the Service and these Terms of Service.

**OUR INTELLECTUAL PROPERTY.** You acknowledge and agree that Artwall: Live Wallpapers or its third party licensors own the contents of the Services and all copyrights and all other right, title and interest in and to such content, and you agree not to challenge, directly or indirectly, Artwall: Live Wallpapers' ownership (or that of its licensors) in and to such content. Nothing contained in the Services or in these Terms of Service should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any name, logo, trademark or service mark displayed in the Services without the written permission of Artwall: Live Wallpapers or such third party that may own the trademark displayed via the Services, and you may not use any name, logo, trademark, or service mark available via the Services without prior written approval by Artwall: Live Wallpapers. Except as expressly permitted in these Terms of Service, you may not copy, display, distribute, perform, create derivative works of, or otherwise use the Services or their content.

**COPYRIGHT VIOLATIONS.** If you believe in good faith that any material provided through the Service infringes upon your copyright, you may send notice to Artwall: Live Wallpapers requesting that the material or access to the material be removed, pursuant to the Digital Millennium Copyright Act ("DMCA"), by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) and <https://www.loc.gov/copyright> for further details). The notice must include all of the following:

An electronic or physical signature of the copyright owner or person authorized to act on behalf of the copyright owner; sufficient identification of the allegedly infringing material; sufficient information as to the location of the allegedly infringing material so that it may be found and identified; the complainant's name, address, telephone number and, if possible, email address; a written statement by the complainant of a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and a statement by the complainant, under the penalty of perjury, that the information in the notification is accurate, and under penalty of perjury, that the complainant is the owner or is authorized to act on behalf of the owner of the copyright that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send Artwall: Live Wallpapers a counter-notice. All notices with respect to Artwall: Live Wallpapers should be sent to the Artwall: Live Wallpapers Copyright Agent. Artwall: Live Wallpapers suggests that you consult your legal advisor before filing a notice or counter-notice. You expressly acknowledge and agree that Artwall: Live Wallpapers shall not be liable to you under any circumstances for declining to replace material. Also, be aware that there can be penalties for false claims under the DMCA.

Artwall: Live Wallpapers's designated Copyright Agent to receive notifications of claimed infringement is:

Copyright Agent

Artwall: Live Wallpapers, Inc.

8 Olenivska street, Kyiv, Ukraine

Email: [habit.app@gen.tech](mailto:habit.app@gen.tech)

## V. ABOUT PAYMENT AND VIRTUAL CURRENCY

If you purchase products or services through the Artwall: Live Wallpapers platform, you will be asked to provide billing information (e.g., name, billing address, credit card

information) to the third-party payment processor designated by Artwall: Live Wallpapers (“Payment Processor”). Artwall: Live Wallpapers may change the designated Payment Processor from time to time. You warrant that all such billing information is complete and accurate, and that you are authorized to use such account information for such payments. The use of the Payment Processor is subject to any terms and conditions made available by the Payment Processor, and you must comply with all such terms and conditions. You acknowledge that you may be separately required to accept the Payment Processor’s own terms governing use of its services in the manner it specifies.

We may offer you the ability to purchase a subscription for an ad-free Artwall: Live Wallpapers experience. When you purchase this subscription, you understand that it is a membership that automatically renews itself every year indefinitely without action. Artwall: Live Wallpapers will charge the then-current annual membership fee to the billing account that you designated as your preference, or if you have not designated a preference, to the payment mechanisms, such as a debit or credit card, most recently used on the Services. The benefits of your subscription will be suspended unless and until payment is received, provided payment is received within 25 days. If payment is not received within 25 days, your subscription will be cancelled. You may cancel your subscription at any time by visiting <https://support.google.com/googleplay/answer/7018481>.

When you purchase or receive Virtual Currency products, you do not own them. Instead, you receive a limited right to use them for eligible services and merchandise on Artwall: Live Wallpapers such as accessing locked content.

We make no guarantee as to the nature, quality, or value of the services or merchandise that are connected with the use of Virtual Currency. The price for content will be displayed at the point of purchase. Using your Virtual Currency to access content grants you a limited license to access certain features on the Artwall: Live Wallpapers platform when, as, and if allowed by us. All Virtual Currency transactions are final and we do not offer refunds for such transactions. We are not responsible for repairing or replacing content, or providing you with any credit or refund in the event that we modify, suspend, or terminate the Virtual Currency program, or for loss or damage due to any service error, or any other reason.

Purchases of Virtual Currency may not be sub-licensed and are non-refundable and non-transferable, even if they expire or are revoked or discontinued. We may change the purchase price for Virtual Currency or for accessing content at any time, as well as the ways you can use Virtual Currency. We reserve the right to suspend, revoke, or stop issuing Virtual Currency or permitting their use at any time without notice, refund, or compensation, and to set expiration dates for Virtual Currency. Without limiting the foregoing, if your account has been inactive for 180 days or more, or if you have not used your Mobile App for 180 days or more, your Virtual Currency will expire and we may cancel and terminate your Virtual Currency. We are not required to notify you in

advance of these actions, or to provide you any refunds, compensation, or any material or non-material benefit for such expiration, termination and/or cancelation of your Virtual Currency. Virtual Currency may not be redeemed for any sum of money or monetary value. If you delete your account or your account is terminated for any reason, you will lose all accumulated Virtual Currency without refund or other compensation. You agree that we will have no liability to you based on our exercise of our rights with respect to Virtual Currency.

## VI. ABOUT OUR PRINT ON DEMAND SERVICES

When you purchase a product through our Print on Demand services, you agree to the terms and conditions of sale as provided by our third-party fulfillment vendors. Please carefully read their terms before making a purchase.

## VII. ABOUT HOW WE WILL RESOLVE CONFLICTS BETWEEN US CONCERNING THE SERVICES

**DISPUTE RESOLUTION -- VENUE.** You agree that any dispute connected with the Services shall be resolved exclusively in New York County, New York. You agree to waive any and all objections to this choice of venue.

**NO CLASS ACTIONS.** You agree that you will only sue us as an individual in any dispute connected with the Services. You agree that you will not file a class action, or participate in a class action. You agree that you will not join any claim you may have against us with the claim of any third party.

**NO JURY TRIAL; BINDING ARBITRATION.** You agree to waive your right to a jury trial, and submit any dispute relating to the Services to binding arbitration. You and we agree that at the election of either party, any dispute connected with Services between us may be sent to binding individual arbitration to be administered by JAMS, Inc. ("JAMS"). If, for any reason, JAMS is not available or will not hear the case, you or we may file our case with any national arbitration company.

**STANDARD OF CARE.** You agree that our sole obligation to you in connection with the Services is to provide the Services as-is. You agree that unless we do something that is

grossly negligent or an act of willful misconduct in connection with the Services, we will not be liable to you or to any third party.

**LIMITATIONS ON LIABILITY.** If, for any reason, we are judged liable to you connected with Services, you agree that your recovery will be limited to your actual damages, measured by actual out-of-pocket economic loss. You agree that you will not ask for any consequential, special, punitive or exemplary damages, or indirect or lost profits. You agree that even if you request these types of damages, a court or arbitrator cannot award them to you. You understand and agree that the price of these Services would be significantly higher but for these limitations on liability. This limitation on liability shall not be construed to apply to any damages or other substantive remedies available via statute.

**WE'RE NOT RESPONSIBLE FOR ALL CIRCUMSTANCES.** You also agree that we are not responsible for anything beyond our control. For example, we are not liable: for Service interruptions caused by problems with the communications network; for problems caused by any Internet service provider; for your computer or its programs failing; for the acts of criminal attackers, whether in real-time or automated (e.g., viruses); other technologically harmful material that may infect your computer equipment, computer programs, data or proprietary material due to your use of the Websites or Mobile Apps or to your downloading of any content on it, or on any website linked to it; or for errors in information provided to us upon which we reasonably rely. These are only examples. We assume no responsibility for the content of websites linked on the Websites or Mobile Apps. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## VIII. ABOUT CHANGES TO THIS AGREEMENT

**TERMINATION BY US.** We reserve the right to terminate this Agreement, in our sole discretion. We may terminate this Agreement prior to sending you written notification. For example, we will terminate the account of any User who threatens or harasses any other User.

**AMENDMENTS.** These Terms of Service may be updated from time to time. Non-material changes and clarifications will take effect immediately, and material changes will take effect within 30 days of their posting on the Websites. Where the changes are material, we may also choose to email all our registered users with the new details and it is within our sole discretion whether or not we choose to do so. The date of the most recent revisions will also appear on this page.



## IX. CONTACT INFORMATION

If you have any questions, comments, or concerns about our Services or Terms of Service you may contact us at: [habit.app@gen.tech](mailto:habit.app@gen.tech)