

# Terms & Conditions Theo User

## Background

Theo is an IOS, Android, Huawei and web app for mobile devices developed, owned and operated by Familify Corp. ("Company").

These terms and conditions represent the agreement between Familify Corp. and any person who accesses or uses the Theo app ('Theo') .

By downloading Theo to a mobile device ('Device') and/or creating an account to use Theo ('User Account'), the user (referred to in this User Agreement as Member, You or Your) agrees to be bound by this User Agreement.

## Definitions

**'App'** means the Theo mobile application downloaded and installed for use on mobile devices;

**'Content'** means any and all data, posts, text, software, images, audio, materials or video material and other content, in any medium, provided by Us to You, or provided by You to Us for Processing via the App;

**'Fees'** are the fees charged for the Service/s as detailed in these terms

**'Membership'** is granted to registered users of Theo ("Members") who provide required information and pay the Fees

**'Process/es/ing'** means the uploading, storing, editing and sharing of Content

**'Prohibited Content'** means User Content that Theo in its sole discretion deems

- abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;
- consists of copyrighted material used without the express permission of the owner or material that has been altered so that the copyright, trademark or other proprietary notice is removed;
- violates or otherwise encroaches on the rights, including the intellectual property, publicity or personal rights, of others;
- contains viruses, worms, corrupt files, Trojan horses or other forms of corruptive code, or any other content which may compromise the Service (collectively "Corruptive Code");
- advocates illegal activity;
- violates any law or regulation;
- harms anyone, including minors; or,

- provides a link to any of the above.

**‘Service’** means the mobile App service provided by Theo which allows members to upload, store, edit and share digital photographs and includes services that may be fulfilled by affiliates, partners or agents

**‘Terms’** includes these terms and conditions, and any privacy policy, spam policy or other legal notices that may be provided to You by Us from time to time;

**‘Us’, ‘We’ or ‘Our’** means Company, Theo, including its directors, employees and contractors;

**‘User’** means a person who has downloaded and installed the App and registered an account in accordance with this User Agreement;

**‘You’, ‘Your’ or ‘Yourself’** means the person using or accessing the Application, the Site or Apps, and includes all Users.

## Conditions of Membership

In order to use Theo, You must register and provide certain information via the App in order to be granted Membership. By registering and providing the required information, You warrant that:

- You are at least 18 years of age OR you have the consent of an adult guardian;
- You will be solely responsible for the activity that occurs on Your User Account and for any User Content that you upload, download, share, or otherwise access using our Service;
- You understand that it is Your responsibility to ensure that Your Device is compatible with Theo and is correctly configured;
- You are the person responsible for the Device registered to Your User Account or have the express permission of the Device owner;
- The information that You provide to Theo to register your Membership is information which You are lawfully entitled to provide and is not false, misleading, fraudulent or defamatory and does not infringe the intellectual property rights or other rights of any third party, and You will only provide current, accurate and up-to-date Customer Information and will continually update this information as required;
- You will keep Your registration username and password secure;
- and You will not use the App to Process Prohibited Content.

You acknowledge that Company may amend or modify Theo (including changing, deleting, discontinuing or imposing conditions on any of its functionality or features), this User Agreement or any Company policy at any time. This User Agreement also governs any updates to, or supplements or replacements for Theo unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply. By using Theo You agree to be bound by these terms and conditions as well as any and all general terms and conditions posted on this site. If You do not accept these terms and conditions, you must refrain from using Theo.

We, at all times, respect Your privacy. We collect personal information in order to provide You with access to Theo, to continuously update and improve Theo and to customize Your user experience. We collect and use personal information as detailed in this User Agreement and in accordance with the terms of our full Privacy Policy which You can access at [www.theoprayer.com/privacy](http://www.theoprayer.com/privacy) . We have implemented technical and organizational measures designed to secure Your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Your personal information for improper purposes. You acknowledge that You provide Your personal information at Your own risk.

You will not impersonate any other person or use another person's User Account without their permission, nor will You harass or interfere with another User's use and enjoyment of Theo.

You will not use Theo, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of Theo (including the transmission of viruses, worms or any software intended to damage or alter computer systems or data);

Your use of Theo will be in compliance with this User Agreement.

Company is not responsible for any activity that may occur as a result of the disclosure by You of Your registration details and/or password to third parties, or through unauthorized access to or use of Your personal information.

You are solely responsible for all activity that occurs via Your User Account and/or the use of Theo on Your Device including the payment of any Fees

We reserve the right to modify or terminate Theo or your access to it for any reason, without notice, at any time, and without liability to you. If we terminate Your User Account to or You deactivate your account, Your Content and all other data will no longer be accessible through your account but that User Content may persist and appear within the App.

Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.

Although it is Theo's intention for the App to be available as much as possible, there will be occasions when the App may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, Theo reserves the right to remove any User Content from the App for any reason, without prior notice. User Content removed from the App may continue to be stored by Theo, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, Theo encourages you to maintain your own backup of your User Content. In other words, Theo is not a backup service and you agree that you will not rely on the App for the purposes of Content backup or storage. Theo will not be liable to you for any modification, suspension, or discontinuation of the Apps, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.

You agree that Theo is not responsible for, and does not endorse User Content posted within the App. Theo does not have any obligation to prescreen, monitor, edit, or remove any User Content. You bear full legal responsibility for Your Content.

Except as otherwise described in our Privacy Policy, available at [www.theoprayer.com/privacy](http://www.theoprayer.com/privacy) as between you and Theo, User Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of User Content. None of Your Content will be subject to any obligation of confidence on the part of Theo, and Theo will not be liable for any use or disclosure of any Content you provide

As a convenience to Members, Theo may make third-party software available through the Service, including by downloading. To use such software, you will agree to the terms and conditions imposed by the third party provider. The agreement to use such software will be solely between you and the third party provider. Theo makes no representations or warranties concerning, and is not liable or responsible in any manner for, any performance, effectiveness or other aspect of such software.

## **Rights**

Subject to these terms, Company grants to You a non-transferable, nonexclusive, royalty-free, fully paid, worldwide license to install one copy of Theo, in executable object code format only, on Your Device.

You represent and warrant that:

- you own the Content posted by you on or through the App or otherwise have the right to grant the rights and licenses set forth in this User Agreement;
- the posting and use of your User Content on or through the App does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; and
- you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the App.

You will retain ownership of your Content and any rights granted to Theo herein are granted as a license. While you retain ownership of your Content, any material, tools, features, template or layout provided to you by Theo in which you use to process, upload, download and access such Content are not proprietary to you, and the rights to such template or layout will remain with Theo.

In order for Theo to provide our Services to you and your invitees, as a condition to Membership you hereby grant to Theo and its agents, the right to copy, display, modify, distribute, transmit, and make derivative works of your Content solely for the following purposes: (a) providing the Service to you or your invitees, (b) showing you how your Content would appear in a product or service offered by Theo or one of its agents or (c) improving the Service (e.g., customer support, technical support and/or vendor fulfillment).

You represent and warrant to Theo that you either own your Content or have written permission from the copyright owner to make such Content available to the Service and that the Content does not and will not

infringe, misappropriate, use or disclose without authorization or otherwise violate any personal, copyright, trade secret right or other intellectual property or other property right of any third party.

You consent to the use of your likeness, and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in Your Content. This written release includes the right to use such individual's likeness in the manner contemplated in this User Agreement. If any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do not have this release, please do not use the App or our Service to process, add or use images containing the likenesses

## **Fees**

The app offers weekly, monthly, fortnightly, quarterly and/or yearly subscription plans starting at 5 USD per month. Price can vary and will be published at the time of purchase. The App could offer a free-trial period for users to test features. Unless users cancel the subscription 24 hours before the end of the free trial period, the user will be charged the full amount of the selected plan upon completion of the free trial. For monthly plans it will charge the corresponding amount for the month and will auto-renew every month unless cancelled. For the yearly plan user will be charged the full year and will auto-renew every year unless cancelled. No refunds will be given after the payment has been made. In the given case the app is faulty within the first 30 days since purchase, the company could issue a full or partial refund to the user.

Theo could also offer additional content for purchase within the app. Prices and conditions will be announced accordingly

Finally, Theo could allow members to purchase physical goods e.g. gift items. Such items will also be available for in-app purchase but will be supplied by our affiliates and will be subject to any additional terms and conditions imposed by those affiliates. Prices and plans could vary.

## **Liability**

While The Company uses reasonable efforts to include up-to-date information on the service, The Company makes no warranties or representations as to its accuracy or completeness. The Company assumes no liability or responsibility for any errors or omissions in the content on the service. Your use of the service is at your own risk. The service, including all content made available on or accessed through the service, is provided "as is" and The Company makes no representations or warranties of any kind whatsoever for the content on the service. Further, to the fullest extent permissible by law, The Company disclaims any express or implied warranties, including, without limitation, non-infringement, title, merchantability or fitness for a particular purpose. The Company does not warrant that the functions contained in the service or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. The Company shall not be liable for the use of the service, including, without limitation, the content and any errors contained therein. In no event will The Company be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any lost profits, lost data, lost opportunities, costs of cover, exemplary, punitive, personal injury/wrongful death, special, incidental, indirect or

other consequential damages, or for any direct damages, each of which is hereby excluded by agreement of the parties regardless of whether or not either party has been advised of the possibility of such damages.

Subject to the above and to the extent permitted by law, You acknowledge that we will not be, liable to You in contract, in tort (including negligence), under any statute (to the extent permitted by law) or otherwise for, or in respect of, any direct or indirect loss, costs or damages that You incur or are liable for in connection with Your use of Theo, including but not limited to loss or damage caused by any computer virus including a virus passed from Theo to Your Device or any third party device, or loss of online connection to Theo, the App or the Content, or interruption to access to Theo.

## **Indemnity**

You are liable for and agree to indemnify, defend and hold Us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from: (i) any information or Content that We provide that is not accurate, up to date or complete or is misleading or a misrepresentation; (ii) any breach by You of this User Agreement

YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS Theo, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, SUPPLIERS, INFORMATION PROVIDERS, AND AGENTS) FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, EXPENSES, DAMAGES AND COSTS INCLUDING REASONABLE LEGAL FEES, RESULTING FROM YOUR VIOLATION OF THESE TERMS OR ANY ACTIVITY RELATED TO THE SERVICE (INCLUDING NEGLIGENT OR WRONGFUL CONDUCT), INCLUDING ANY CLAIMS RELATED TO (i) ANY CONTENT SUBMITTED BY YOU, (ii) YOUR ACTIVITIES ON THE Theo, OR ANY ACTIVITIES MADE IN CONNECTION WITH YOU OBTAINING ANY PRODUCTS OR SERVICES FROM Theo OR (iii) ANY ACTIVITY RELATED TO ACCESS OR USE OF YOUR ACCOUNT BY YOU OR BY ANY OTHER PERSON ACCESSING THE SERVICE AS YOUR INVITEE, SUCH AS BY USING YOUR ACCOUNT.

You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us

The obligations under this clause will survive termination of your User Agreement.

## **Governing Law and Jurisdiction**

The laws of the state of Florida shall govern these terms and conditions. You hereby expressly consent to exclusive jurisdiction and venue in the courts located in Florida, for all matters arising in connection with these terms and conditions or your access or use of the service.

**Last updated: January 22, 2025**