

## **Terms of Subscription & Terms of Use**

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with FamiGuard mobile application (the "Service") operated by Nikmesoft Ltd ("us", "we", or "our").

Please read these Terms and Conditions carefully before using our Nikmesoft mobile application (the "Service").

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 accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

### **Subscription**

The Service is billed on an auto-renewing subscription basis ("Subscription(s)") by the Apple App Store to you. Billing cycles are set on a monthly basis.

The price of weekly Subscription is US\$2.99, yearly Subscription is US\$29.99, or at an equivalent or prescribed price in other currencies/regions. Payment will be charged to your iTunes Account at confirmation of purchase.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it via your Account Settings on your Apple device.

Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period. Account will be charged for renewal within 24-hours prior to the end of the current period. Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase.

User can utilize the FamiGuard App and all its available features during the subscription period.

## **Fee Changes**

Nikmesoft Ltd, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Nikmesoft Ltd reserves the right to decide whether to keep active subscribers at their existing price while increasing the price for new users or increasing the price for all users.

In the event of an increase to the Subscription price, and if Nikmesoft Ltd decides to increase the price for all users, Apple will inform affected subscribers via email and push notification and asks them to agree to the new price. If they do not agree or take no action, their subscription will expire at the end of their current billing cycle.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

## **Refunds**

Except when required by law, paid Subscription fees are non-refundable.

## **Links to Other Websites**

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

Nikmesoft Ltd 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 Nikmesoft Ltd 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.

## **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.

Nikmesoft Ltd 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.

### **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 30 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 about these Terms, please contact us at:

#### **The FamiGuard App**

Nikmesoft Ltd.

[support@nikmesoft.com](mailto:support@nikmesoft.com)

Last Edited: December 27, 2019