

# Tag My Picture by VectorTag, Inc.

## Terms and Conditions

Last updated: January 14, 2017

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the Tag My Picture application (the "Service") operated by VectorTag, Inc. ("us", "we", or "our").

Thanks for downloading and installing our Android App, Tag My Picture ("Service"). Tag My Picture lets you take pictures with your App, give the picture a description by either typing or speaking the description, and then saving the picture on your device along with the description. We call these descriptions Tags. When you take a picture and give it a description, you are Tagging your picture.

The Tags let you easily search for pictures on your device. You simply type or speak a search word or phrase into the App and the app will search through the tags to find matches to the search terms. Pictures with matching tags will be displayed. You can message or email a tagged picture to other users. If that other user has the App installed, the picture and tag will show up in their device in that form. If they do not have the App installed, they will only see the picture that you sent.

Users of the service have the freedom to create a written or spoken tag to any picture they take. With that freedom requires responsibilities of the App user to agree to these Terms. These Terms form a legally binding contract between you and VectorTag, Inc., the owner and operator of Tag My Picture and TagMyPicture.com.

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to 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 do not have permission to access the Service.

### **Language**

The language used for communications between the Users and the Service is the English language. As the Service grows, we may expand the languages to include others.

### **Account Setup and Access to the Service**

If you are under age 18, you may not install this App unless you obtain permission from your parent or legal guardian and the device owner.

If you do not own your device, you may not install the App unless you obtain permission from the device owner.

To set up an account, you must purchase the App on Google Play Store. The installer will automatically install the App and provide you a screen requiring that you read and accept the Terms prior to using the Service.

You may cancel the Service within time limits specified by the Play Store to avoid payment for the service. Unless otherwise specified in these Terms, purchase of the App is not refundable.

If you uninstall the App after agreeing to the Terms and wish to reinstall the App at a later time or on a different device, please send an email to [support@tagmypicture.com](mailto:support@tagmypicture.com) so that we can update the registrations of your email and device phone number to allow this to occur.

Tag My Picture allows you to take a picture on device, give it a Tag, save it on your device, email and message the picture and the Tag to other users that have the App installed.

The email function of the App requires a valid email address registered with the Service. In addition, the App obtains your device's phone number to provide the messaging function required to send messages to others.

The email address you provide is associated with your device to allow for the Service to perform its intended functions.

## **Privacy**

We do not sell your personally identifiable information, such as your email address or phone number to third parties. We utilize your email address and device phone number for the Service to operate.

We may collect non-identifiable information about the Tags sent by Users of the service and aggregate that information for sale to information based companies. For instance, we may generate reports about which Tags are trending and other statistical information about the Users of the Service.

For Users that have selected to use the free ad-based service option, we may analyze Tags you have created for your pictures, and utilize a matching service to provide you advertisements that we believe fits best with the Tags. We will not sell your phone number or email address to any third-party advertising network.

See our **Privacy Policy** for more details.

## **Service Fees**

Service fees are paid by purchasing the App in the Google Play Store. We do not use credit cards or other billing services at this time.

We charge USD \$4.99 for each installation of the App for a period of use of 12 months. At the end of the 12 month period, if the user wishes to continue the service, the user will need to pay a new service fee for the next 12 month period. We may change the 12 month service fee at any time.

For users who wish to avoid paying any additional service fees after the first 12 months, they can opt into an advertisement based Service. This Service will send the User advertisements for viewing based on the Tags they have created with their pictures. The User agrees not to utilize any Apps that would block any Tag My Picture advertisements.

## **Security, Uptime and Data Storage**

Security is important to VectorTag and Tag My Picture. Errors in email and messaging may occur between Users, and there may be malicious attempts to gain access to the Service to cause harm to the Service. While we cannot guarantee security, we believe we have chosen the right services to provide the necessary security to protect your privacy.

We will strive to maintain a continuous Service at all times and will notify the User of any planned maintenance activity where the Service will be temporarily suspended. We will post known planned maintenance activities on TagMyPicture.com.

For email services used by the App, we utilize Amazon Web Services for server operations, security and storage of email messages. Account data stored on the servers are encrypted using AES-256 encryption.

For messaging services used by the App, we utilize Twilio for SMS (short messaging service) for operations, security and temporary storage for delivery of text messages.

To reduce data storage costs, we do not keep any tagged pictures longer than 14 days.

You agree that you will install and maintain security measures on your device, such as commonly available virus protection Apps.

In the event of a breach of data, we will notify you at your registered email address within 7 days of the notice of the breach from our Server providers.

## **Maintenance of Data and Removal of User Data**

We will perform regular maintenance activities on the Service. These activities may include removal of accounts that do not have a valid 12 month activation period. We may send an email to the account email address notifying the account holder that the account will be deleted within 30 days. If no activity is provided by the account holder at the end of the 30 day period, the account will be removed. We will retain non-identifiable personal account data as we deem necessary.

We will not be responsible for any lost or deleted tagged pictures either on our Servers or on the User's device.

### **Safety Concerns and Compliance with the Law**

As stated previously in these Terms, Users of the Service have the ability to create a written or spoken tag of any picture they take. Taking pictures and providing a Tag for those pictures will necessarily divert attention away from the User to the device. We hope, but cannot guarantee that all users will use good judgement when creating Tags for the pictures they take. With that stated, you agree that:

You will not use this App while driving any vehicle.

You will not use this App in a manner that could jeopardize the safety of you or others around you, including actions that may cause injury or death to you or others around you. If you see a situation that is potentially injurious or life threatening, contact appropriate emergency services prior to using the App.

You will not use the Service for any purpose that is illegal, pornographic, untruthful, discriminates against, creates disruption, harasses with, interferes with, contains hate speech, incites violence, makes threats, and other acts we determine at our sole discretion as negative to the Service.

You will not take pictures of any sensitive, confidential or classified information of documents, facilities, passwords, pins and other similar subjects.

You will not take pictures of any people without their express permission to do so, unless allowed by public spaces policies. You agree that you understand pictures and public spaces policies.

You will not post any pictures you receive from the Service onto any Social Media platform (Facebook and others).

You will not use the Service for creating automated pictures and tags for the purpose of mass emailing, spamming or any other purpose. If we detect large volumes of data utilized as part of

your use of the Service, we may require additional service fees from you to offset the cost of providing the Service.

You will not attempt to hack into the Service through malicious code, viruses, malformed tags or pictures, or any other means.

You will not install or utilize the App on other User's devices without their permission.

If you receive an email or text message of a tagged picture from a User that appears to be sent in error, you agree that you are not authorized to read, print, retain copy or disseminate the contents of the email or the message. You agree to delete the message immediately and notify [support@tagmypicture.com](mailto:support@tagmypicture.com) of the error.

You will comply with the legal requirements of the Digital Millenium Copyright Act (DMCA). See Section on Copyright below.

You will not create and utilize an email address to gain access to the Service for the purposes of circumventing the Terms and Conditions.

### **Legal Investigations and Subpoenas for Data**

First and foremost, we respect the privacy of our users and hope that each user will enjoy the Service and to utilize it for benefit to all. Also, we understand the need for the Service to comply with all applicable laws.

Situations may arise that will require law enforcement authorities to obtain access to the Service's data for use in legal matters including court cases. We will not disseminate any information unless requested by a legal subpoena issued by a court, or to the extent required by the legal jurisdictional requirements.

Our legal team will review the subpoena and determine the validity and extent of the information required to be disseminated with the order, and comply with order in the strictest sense.

### **Copyright**

You agree that you will comply with provisions in the Digital Millennium Copyright Act (DMCA). If you are not sure of the provisions of the DMCA, you must take measures to read the Act and

determine that you are allowed to send your tagged pictures to other users of the Service. Here is a link to the DMCA: <https://www.copyright.gov/legislation/pl105-304.pdf>

### **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of VectorTag, Inc. and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States 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 VectorTag, Inc.

### **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by VectorTag, Inc. For instance, we may connect with web analytics companies that provide vital information regarding the traffic through our Service.

VectorTag, Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that VectorTag, Inc. 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 third party 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.

### **Changes to the Service and Termination**

We want our service to be the best for you and we will make changes to the Service as necessary. This may include temporary interruptions and changes in the look and operation of the Service. We may terminate the Service at any time with or without

notice. We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

### **Charges for Data and Messaging**

You agree that you are responsible for any and all data, messaging and other mobile device charges incurred while using our Service.

### **Indemnification**

You agree to defend, indemnify and hold harmless VectorTag, Inc. and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

### **Limitation Of Liability**

In no event shall VectorTag, Inc., 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.

### **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.

VectorTag, Inc. 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.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you. All remaining provisions are valid and enforceable.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of North Carolina, United States, 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 had between us regarding the Service.

## **Business Transaction**

If VectorTag, Inc. is involved in a merger, acquisition or asset sale, these Terms and Conditions may be transferred as a business asset. In such cases, we will provide notice before the Terms and Conditions are transferred and/or becomes subject to a different Terms and Conditions.

## **Contact Us**

If you have any questions about these Terms, please contact us at

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