

# Terms of Use

Updated Nov 7, 2019

## Welcome to Follome

We appreciate you using our products and services (“Services”). The Services are provided by Follome, Inc (“Follome”), located in New York, NY, 10038, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

## Using our Services

You must follow any policies made available to you within the Services.

Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services may display some content that is not Follome’s. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don’t assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

## Your Follome Account

You do not need to register for an account to use our website.

## Privacy and Copyright Protection

When you use our services, you're trusting us with your information. We understand this is a big responsibility and we work hard to protect your information and put you in control. This [Privacy Policy](#) is meant to help you understand what information we collect, why we collect it, and how you can update, manage, export, and delete your information.

By using our Services, you agree that Follome can use such data in accordance with our privacy policies. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

## Your Content in our Services

You can find more information about how Follome uses and stores content in the privacy policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

## About Software in our Services

Follome gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Follome as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Follome, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

## Modifying and Terminating our Service

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time. Follome may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

## Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

Other than as expressly set out in these terms or additional terms, neither Follome nor its suppliers or distributors make any specific promises about the services. For example, we don't make any commitments about the content within the services, the specific functions of the

services, or their reliability, availability, or ability to meet your needs. We provide the services “as is”.

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

## Liability for our Services

When permitted by law, Follome, and Follome’s suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total liability of Follome, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the services (or, if we choose, to supplying you the services again).

In all cases, Follome, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

## Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Follome and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys’ fees.

## About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We’ll post notice of modifications to these terms on this page. We’ll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Follome and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don’t take action right away, this doesn’t mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of New York, U.S.A., excluding New York’s conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or

relating to these terms or the Services will be litigated exclusively in the federal or state courts of Los Angeles County, New York, USA, and you and Follome consent to personal jurisdiction in those courts.

For information about how to contact Follome, please visit our [contact page](#).