

## PhotoPrimer - Terms of Use

Effective Date: 21 August 2021

### Definitions

These Terms of Use (“Terms” or “Terms of Use”) govern your use of the PhotoPrimer software application (“App”) that was created by BestApps BV.

By using this App, you become a “User” and thus agree to be bound by these Terms. If you disagree with any part of these Terms then you may not use this App.

### Overview

The following are terms of a legal agreement between you as a User and BestApps BV (“BestApps”, “we”, “us”, “our”). The “App” governed by these Terms of Use is the App “PhotoPrimer”, as described on the website PhotoPrimer.com.

By accessing, browsing, or otherwise using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and to comply with all applicable laws and regulations.

We may, without notice to you, at any time revise these Terms of Use by updating it on the App Store and on our website. It is your responsibility to regularly check the App Store and our website to determine if there have been changes to these Terms and to review such changes. The App does not require registration with us, therefore we cannot contact you by email about changes in these Terms. Even if you email us for support, we will not contact you by email about changes in these Terms, because the fraction of users we would reach is too small compared to the total number of users. If any provision of these Terms of Use is held unenforceable, the remaining portions shall remain in full force and effect.

### Exercises and use disclaimer

This App is to be used as an educational resource and is provided for use the general public. The contents offer suggestions for exercises and the use of your photographic equipment. While we have taken every provision to be correct in suggestions, we cannot accept any liability for damages (for example by pointing your camera directly at the sun) or personal injury as a result of the use of this App, regardless of whether you have read this App or not.

### Usage of the contents

The contents may not be modified, copied, distributed, reused, reproduced, republished, posted, transmitted, or sold by you in any form or by any means, in whole or in part, without prior written permission from us. Commercial use is expressly prohibited. As an exception, you may use the contents for teaching purposes in a personal slide deck or for direct teaching in a classroom, as long as the contents are not published, and with the requirement that you clearly cite the source of the material, at a minimum, always including “PhotoPrimer.com”.

### Intellectual property rights

All rights in all software, designs, arrangements, graphics pertaining to the App, as well as the layout and functionality of the contents of the App, belong to BestApps. The copyright of the contents belongs to the author, Robert van Sluis, as mentioned in the Colophon of the App.

All trademarks, product names, and company names and/or logos that may be displayed or mentioned in the App are either trademarks or registered trademarks of BestApps, or registered third party trademarks, and may not be reproduced, imitated, or used, in whole or in part, without the prior written permission from the trademark owner.

### Links and third-party content

The contents of the App may contain links to websites or third-party contents. These links are provided as a convenience and do not constitute ownership, or an endorsement, sponsorship or recommendation by us. BestApps does not accept responsibility for the use of any copyrighted or otherwise restricted material referenced via any of the links in the contents of the App. If you decide to visit any linked site or use any linked content, you do so at your own risk and it is your responsibility to obtain the necessary rights for use and take all protective measures to guard against any destructive elements that may be reached via those links.

### General disclaimer

The App is provided on an “as is” and “as available” basis. You acknowledge having read and understood these Terms of Use, including the “Usage Disclaimer”, and any other conditions brought to your attention in the course of your access to, or use of the App.

To the maximum extent permitted by law, you expressly agree that:

- Your use of the App is at your sole risk;
- Except as otherwise expressly agreed in writing, BestApps expressly disclaims any implied or express representations or warranties of any kind relating to the use of the App;
- Without limiting the foregoing, BestApps assumes no responsibility for, and makes no warranty or representation:
  - as to the accuracy, currency, completeness, reliability or usefulness of, any information obtained through use of the App (including any advice, opinion, statement or other content or any products or services distributed or made available by third parties through the App);
  - that the App will be of merchantable quality, fit for a particular purpose or otherwise meets your requirements;
  - that any access to, or use of, the App will not infringe any rights (including intellectual property rights) of any third party;
  - that the App is available without interruption, or is error free.
- You must take your own precautions to ensure that any link you follow from the contents of the App is free of defects, viruses or other destructive elements (such as worms or Trojan horses) that may interfere with or damage the operations of a computer system; and

- BestApps is not liable for any loss or liability incurred by you or anyone else as a possible result of accessing, or otherwise using, or following links in, the contents of the App, or as a possible result of any suspension of or interruption to the operation of the App.

No advice or information, whether oral or written, obtained by you from or through your use of the App, or otherwise from us, creates any warranty not expressly made in these terms of use. You acknowledge that BestApps does not control in any respect any information, products or services offered by third parties that may be reached through the App.

### Indemnity

You must indemnify and keep indemnified BestApps and its directors, officers, employees and agents from and against any claims, losses, liabilities, costs, expenses (including investigative costs, court costs, legal fees, penalties, fines and interest) and damages of any kind (including those which are prospective or contingent) whatsoever and howsoever, directly or indirectly arising out of or in connection with these terms of use or your use the App, including liability arising in connection with your breach of these terms.

### Termination

BestApps may, as it sees fit, for any reason or no reason at all, without liability to you or any third party, terminate the availability or further development of the App. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, medical and general disclaimers and indemnity.

### Applicable law and jurisdiction

These Terms of Use shall be governed by the laws of the Netherlands. In the absence of mutual agreement, any dispute arising from the interpretation and/or performance of the present Terms of Use shall be submitted to the exclusive jurisdiction of the competent Court in the Netherlands.

## Privacy Policy

This Privacy Policy (“Policy”, or “Privacy Policy”) governs your use of the App PhotoPrimer that was created by BestApps BV.

### What information does the App obtain and how is it used?

#### User Provided Information

BestApps does not actively collect any information about you. We do not know who you are. When you purchase the App, or make an in-app purchase inside the App, the purchase is tied to your AppleID. We do not know your AppleID.

When you email us at any of our company email addresses you provide us with your email address, and with any other information provided by you in your email.

### Automatically provided anonymous information

We may use third-party software to collect anonymous information about usage of the App in general. BestApps BV itself does not collect and does not store this kind of information.

### Does the App collect location information of the device?

This App does not collect information about the location of your mobile device.

### Do third parties see and/or have access to information obtained by the App?

When you provide us with your email address we may use this address to send you email – for example to respond to a support request. Other than for the purpose of sending you email, we do not provide your information to third parties.

We may disclose information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- if BestApps BV is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Web site of any change in ownership or uses of this information, as well as any choices you may have regarding this information.

### Data retention policy, managing your information

We will retain User Provided Information for as long as you use the App and for a reasonable time thereafter. If you would like us to delete your User Provided Information, please contact us at support@photoprimer.com and we will respond in a reasonable time.

### Children

The App is targeted at the general public. If a parent or guardian becomes aware that his or her child under the age of 13 has provided us with their email address in relation to the App, he or she may contact us at support@photoprimer.com and request removal of the email address and any other information provided via email. We will delete such information within a reasonable time.

### Security

We are concerned about safeguarding the confidentiality of your information. We provide physical, electronic, and procedural safeguards to protect any information we process and maintain. Please be aware that, although we endeavor to provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches. Should a breach occur we will inform you via email and/or via a notice on our website.

## Changes

This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Policy in the AppStore in the location required by Apple. You are advised to consult this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes.

## Your consent

When you send us email in relation to the App, you are consenting to our processing of your information as set forth in this Privacy Policy now and as amended by us.

## Contact us

If you have any questions regarding privacy while using the App, please contact us via email at [support@photoprimer.com](mailto:support@photoprimer.com)

This document can also be found on our website, at <https://www.photoprimer.com/downloads/photoprimerterms.pdf>