

# Terms of Use of ItsUrlife (TOU)

## Article 1: Legal Notice

1. **ItsUrlife** (hereinafter referred to as "**Service**") is a web application created and operated by 'Production SL' (hereinafter referred to as "**Company**") to create stories in the form of online digital stories combining text, photos, and videos (hereinafter referred to as "**Content**") from users for sharing or not. Please use the Service after accepting these terms of use of ItsUrlife (hereinafter referred to as "**TOU**"). The user of the Service (hereinafter referred to as "**User**") accepts the entirety of the content of the TOU.
2. The Company may amend the TOU by notifying the content and the time of the modification by posting it on the Service, sending it by email, or any other appropriate means. The amended TOU will take effect when the User uses the Service for the first time after it is posted on the Service, unless otherwise indicated by the Company.
3. The terms of use are defined in the TOU and other terms and conditions on the Service. The other terms and conditions are part of the TOU, regardless of their names.
4. In the event that the provisions of these TOU and the other terms and conditions are contradictory, the provisions of the TOU shall prevail unless otherwise indicated by the Company.

## Article 2: Account Registration

1. When the **administrator user** (user with administrative rights to create and edit digital stories; the same shall apply hereinafter) and the **collaborator user** (user invited by the administrator and authorized to view and comment on the digital stories of that administrator; the same shall apply hereinafter) use the Service, the account registration will be carried out according to the method specified by the Company after accepting the content of the TOU.
2. A company cannot register for the Service unless separately approved by the Company.
3. When the Service is used by a minor, it must be done with parental consent.
4. In addition to the account information in Article 3.1, information (such as information about children, etc.) must be entered at the time of registration in accordance with the purpose of the Service, but the Company does not confirm the accuracy of this information, and even if it is incorrect, it does not limit the use of the concerned user. The user who entered the information must take responsibility for it.
5. If the user falls under any of the following cases, use may be refused:
  1. In case of account registration without following the prescribed method in paragraph 1 of this article.
  2. In the case of a person who has received any punishment for violating these TOU in the past.
  3. In the case of a person who has received any punishment regarding other services provided by the Company.
  4. Other cases that the Company deems inappropriate.

## Article 3: Account Management

1. The administrator user strives to prevent unauthorized use of the indicated information (nickname, email address, password, and other necessary details) required for the account registration of the administrator user and the collaborator

user on the guest browser version (collaborator user invited by the administrator user as a collaborator user of the browser version) and takes full responsibility for this management.

2. Under no circumstances may the User transfer or lend their account to a third party, but they may transfer the right to administer a story to someone else.

#### **Article 4: User Responsibility**

1. The User must use the Service at their own risk. The administrator user is responsible for the actions of the guest browser version collaborator user and manages them properly.
2. The User must properly maintain, at their own expense and responsibility, the equipment, software, and communication means necessary for the use of the Service.
3. The User must take security measures such as preventing computer viruses, unauthorized access, and information leaks, according to their usage environment.
4. The Company does not take part in the User's environment and assumes no responsibility.

#### **Article 5: Service Content**

1. In this Service, the administrator user creates a digital story combining photos, videos, chapters, events, comments, etc. (hereinafter referred to as "**content**") taken by the user. They can share it with other invited collaborator users on a digital story and communicate with them through comments, etc.
2. An administrator user can invite anyone they wish to share a digital story created using this Service, either as an administrator user or a collaborator user. However, there may be restrictions on the number of administrator users and collaborator users.
3. According to the previous paragraph, the invited persons should, in principle, be limited to the families or friends of the inviting administrator or a person of equivalent acquaintance. However, this excludes cases separately approved by the Company.
4. Administrator users can create and publish a dedicated URL (hereinafter referred to as "story URL") to share digital stories. The responsibility for managing the story URL lies with the administrator user of the digital story shared by this URL. The URL is automatically generated by the Service.

#### **Article 6: Application License**

1. When the Company provides the Service's application (hereinafter referred to as "**Application**"), the Company grants the User a non-transferable and non-exclusive right to use the Application in accordance with the conditions set forth in the TOU. These TOU do not grant the right to use for the upgrade of the Application that will be developed later.
2. The Company may modify the features or operation of the Application without informing the user.
3. The Company does not guarantee the operation of the Application, compliance with the intended use, adequacy, and reliability of the usage results, and disclaims all liability regarding content defects but will do everything possible, if necessary, to limit service interruptions and fix technical problems of the application.

4. The User must not copy, reprint, redistribute, etc., this Application and its information without prior written authorization from the Company. The User must not revise, modify, alter, reverse engineer, decompile, disassemble, etc., this Application.
5. When the User deletes the Application or changes the terminal that used the Application, if authentication information separately set by the Company among the necessary account information was registered, the User can use their account again with this authentication information. If the authentication information is not registered, the User's account may no longer be usable.
6. The Application may connect to the network at regular intervals and exchange data for updates, for example. In this case, if applicable, connection fees may be charged to the user outside their usage time.
7. The program data and associated document files, etc., necessary for the display and use of the Application may be automatically modified and updated without prior notice.
8. If you cannot connect to the network due to moving out of the coverage area while running this application, or if you cannot connect in a building or because of a building, you may temporarily be unable to use this application.

#### **Article 7: Service Modification**

1. The Company may, at its discretion, restrict, add, interrupt, or modify the offer, interrupt or terminate the use of any or part of the functions of the Service and the Application for any reason. The Company disclaims all responsibility for damages caused to the User due to the modification, restriction of use, suspension, or interruption of the offer or termination of the Service and the Application, except in cases of gross negligence or intentional misconduct. However, the company undertakes to keep and make available to its users 30 days of automatic backup.

#### **Article 8: Usage Fees**

1. The Service is free.
2. The Company will inform in advance and obtain the User's consent if it requests compensation in exchange for the use of the Service.

#### **Article 9: Content Rights and Responsibility**

1. The rights related to the content belong to the User who posted them. The User grants the Company a license concerning the content, within the limits required to provide the Service.
2. The User is responsible for the content. The User must manage their own content properly.
3. The User guarantees to the Company that the content does not infringe the rights of the Company or a third party and does not violate any international or local law concerning pornography, protection of minors, and animals. If the User has infringed the Company or a third party, violated the right to privacy, disclosed personal information of the Company or a third party without authorization, violated copyright law, encroached on the rights of the Company or a third party, the company reserves the right to suspend the access of the user(s), contact law enforcement if necessary, and destroy the concerned content (see articles 13 and 16). The user resolves this situation at their own responsibility and expense.

4. The backups of the original content are the responsibility of the User. The backups of the content on the application are done automatically and are the responsibility of the Service, allowing recovery for up to 30 days. The recovery service is limited to emergencies and can be revoked in case of abusive requests.

#### **Article 10: Service Rights**

1. Except as specified in the previous article, all rights (ownership, intellectual property rights, portrait rights, publicity rights) concerning the material constituting the Service (layout of digital stories, editing materials, background images, etc.), functions, and the Service (hereinafter collectively referred to as "**material**") belong to the Company.
2. The User may use the material to the extent necessary for the use of the Service. However, the Company does not grant any license or assign any rights to the material to the User.

#### **Article 11: Processing of Personal Information**

1. The Company properly protects personal information in accordance with its **privacy policy**. The personal information acquired by the Company falls within the scope necessary for the provision, operation, development, improvement of the Service, and user support, and the Company does not obtain more personal information than necessary without the User's consent. The Company may disclose or delete the personal information of Users under 13 years old upon request from the User's parental authority after confirming the identity of this authority.

#### **Article 12: Account Deletion**

1. If the administrator user and the collaborator user wish to delete their account, the user in question must delete their account according to the procedure indicated by the Company.
2. The Company may, at its discretion, forcibly delete the account and refuse the use of the Service if the User has acted in one of the following cases:
  1. When it is evident that the account was registered by a method other than that specified in Article 2, paragraph 1.
  2. In case of violation of the TOU.
  3. In the case of a person who has received any punishment regarding other services provided by the Company.
  4. Other cases that the Company deems inappropriate.

#### **Article 13: Prohibited Actions**

1. The User must not engage in the following actions when using the Service:
  1. Actions infringing or likely to infringe intellectual property rights such as copyrights and trademarks of the Company or third parties.
  2. Actions violating or likely to violate the property, privacy, or portrait rights of the Company or a third party.
  3. Actions of unfair discrimination or defamation of the Company or a third party, actions promoting unfair discrimination of the Company or a third party, or harming their reputation or credibility.

4. Actions of impersonating another person, pretending to have representation without mandate or right of representation, impersonation making others believe that the User has a relationship with other people and organizations, and cooperates with them.
5. Actions leading to or potentially leading to crimes such as fraud, abuse of regulated or designated drugs, child prostitution, illegal trade of savings accounts and mobile phones, etc.
6. Actions of publishing photos equivalent to pornography or child abuse, selling a medium containing such information, or publishing advertisements suggesting the sending, displaying, or selling of such information.
7. Actions of using for sexual, obscene purposes, etc.
8. Actions of using to meet unknown people, etc.
9. Actions of illegal gambling or inviting participation in illegal gambling.
10. Actions of arranging, mediating, or persuading to undertake illegal acts (transfer of firearms, manufacture of explosives, provision of child pornography, falsification of official documents, murder, intimidation, etc.).
11. Actions of inciting, encouraging a person to commit suicide, or presenting means of suicide likely to harm others.
12. Actions of publishing content of killed or injured persons, corpses, other cruelties, photos inciting others to feel hatred according to social norms, or content likely to make other users feel discomfort.
13. Actions of creating or inviting to a pyramid scheme.
14. Actions of guiding (including simply posting a link) to an adult site, a fraudulent one-click site, or a site intended to spread harmful computer programs such as viruses.
15. Actions of using for commercial purposes.
16. Actions of publishing a digital story (including an album URL) for an indefinite number of people beyond the primary purpose of the Service, or actions of publishing in a place where an indefinite number of people can browse.
17. Actions of illegally rewriting or deleting information stored in the Company's facilities.
18. Actions of transmitting or displaying harmful computer programs such as viruses.
19. Actions imposing a burden on the Company's or a third party's server, interfering with the operation of the Service or the network system, or potentially causing such consequences.
20. Actions of publishing a link to promote an act knowing that it falls under one of the preceding points.
21. Actions violating laws and regulations, public order, and morals, or infringing the rights of others.
22. Other actions causing inconvenience to other users.

#### **Article 14: Advertising**

1. The Company may display advertisements on the Service.
2. The Company may directly inform Users of new services, advertisement issuance, administrative contacts regarding the operation of the Service, and other information, by email or other means. However, if the User does not wish to receive information, after prior or subsequent notification according to the method set by the Company, they will not receive such information unless it is necessary for the provision of the Service.

#### **Article 15: Prohibition of Rights Transfer**

1. The User may not transfer, assign, or dispose of any rights or obligations arising from these TOU to a third party, except as expressly specified in the TOU.

#### **Article 16: Disclaimer of Liability**

1. The Company is not responsible for communications or activities of Users on the Service. Even in case of problems or disputes between Users or with a third party, these disputes must be resolved between the concerned parties.
2. The Company disclaims all responsibility for damages resulting from a decrease in display speed or failure due to high traffic or other unexpected factors.
3. The Company is not a storage or backup service for media content and therefore has no obligation to monitor and store photos or videos, etc. It offers an online digital story creation service. The Company reserves the right to refuse and delete any stories or content not related to the Service's intent and application.
4. The Company does not guarantee the operation of the Service, compliance with the intended use, adequacy, and reliability of the usage results, and disclaims all liability regarding content defects but (subject to all reservations) will do its utmost to limit service interruptions and fix technical problems of the application if necessary.
5. In the following cases, the Company may view, record, or disclose content to a third party. The Company is not responsible for damages caused by these operations.
  1. When it is necessary to clarify and eliminate the causes of technical failure of the Service.
  2. When a formal investigation based on the law is received from a court or a public institution such as the police.
  3. In the case of an act in violation of the TOU or likely to be, and when it is necessary to confirm, approve or validate the content.
  4. When there is an urgent need, or imminent danger to life, body, and human property.
  5. Other cases necessary for the proper operation of the Service.
6. If the Company decides that there is a good reason to believe that an act violates or is likely to violate the TOU, it may take the necessary measures such as deleting content or restricting use, without prior notice to the User who committed the act in question. The Company will not be responsible for damages caused, except in cases of intentional or gross negligence. The User will not oppose any action taken by the Company under this section.
7. If the damages caused to the User are based on the fault or breach of contractual obligations of the Company, the Company will be liable for damages up to the amount paid monthly by the User to the Company in exchange for the Service.
8. Regardless of the terms of these TOU, the company will in no case be held liable for the following damages related to the Service.
  1. Damages caused for reasons that should not be attributed to the Company's responsibility.
  2. Damages resulting from special circumstances, regardless of the Company's predictions.
  3. Damages caused by acts essential to the provision of the Service, such as server maintenance.

#### **Article 17: Applicable Law and Jurisdiction**

1. The applicable law for these TOU is the law in force in Canada and/or Quebec.

2. In case of doubt or dispute with the User regarding the Service or the TOU, the Company will discuss the disputes in good faith, but if the dispute cannot be resolved, the Civil Code of Quebec or Canadian laws, as applicable, will have exclusive jurisdiction in the first instance.

**Article 18: Others**

1. Even if part of the TOU is deemed invalid based on the law, the other provisions will remain valid.
2. Even if part of the TOU is invalidated or canceled regarding a certain user, the TOU will remain valid regarding other users.