

MIMIKA APP

Last updated December 23, 2022

Please read these Terms of Use carefully before using MIMIKA app

These Terms of Use govern your use of Mimika, a service available via the link <https://quiz.mimika-app.com/> (the "Website") and the application software Mimika: Face Yoga Exercises distributed via application store(s) <https://apps.apple.com/us/app/id1558414615> (the "App"), collectively referred to as the "Service".

By using the Service on any computer, mobile phone, tablet or another device (collectively the "Device"), you as a user of the Service confirm that you have read, understand and agree to be bound by these Terms of Use and any other applicable law.

The Service and the content available therein are developed, operated and distributed:

- if through the Website - by CM MENTALGROWTH LTD Incorporated (HE 372828 34) a company having its registered address at Riga Feraiou Str., Office 33, 1087, Nicosia, Cyprus; and
- if via the App - by CM MENTALGROWTH LTD Incorporated, a company having its registered address at Riga Feraiou Str., Office 33, 1087, Nicosia, Cyprus -

- collectively, "we", "us", "our".

We may change these Terms of Use at any time without notice, effective upon its posting on the Website and/or in the App (as applicable). Your continued use of the Service shall be considered your acceptance of the revised Terms of Use. If you do not agree to these Terms of Use, please do not use this Service.

Scope of License

Subject to these Terms of Use, we grant you non-exclusive, non-transferable, non-sublicensable, revocable limited license to use the Service solely for your personal, non-commercial purposes. This license does not allow you to use the Service on any Device that you do not own or rightfully control, and you may not distribute or make the Service available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Service. You may not copy (except as expressly permitted by this license or terms of the relevant certified application store, from which you have downloaded the App), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Website or the App, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of our rights as a licensor. If you breach this restriction, you may be subject to prosecution and damages.

Intellectual Property

All intellectual property on the Service, which includes materials protected by copyright, trademark, or patent laws, is proprietary either to us or to third parties. All trademarks, service marks and trade names are owned, registered and/or licensed by us. All content offered by the

Service (except for personal information), including but not limited to text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content (the "Content") is our intellectual property; all rights reserved.

Your User Account

Access to certain features of the Service may be available to the registered users only. To create a user account, you must be at least 16 years of age and are required to complete a registration form offered via the Service. User accounts for persons under the indicated age can be created by a parent or legal guardian.

By creating an account for use of the Service, you warrant that all the information provided by you for registration is true and accurate. You also agree not to misrepresent your identity by registering an account in the name of another person.

As a registered user of the Service, you must not sell or otherwise transfer your account credentials (i.e. your username and password) to any third party. You acknowledge that you are solely responsible for maintaining confidentiality and security of your user account credentials. We are not responsible for any losses arising from the unauthorized use of your account. If you suspect that your account has been compromised, please contact us at the applicable email address specified in section "Contact Us" below.

Your user account may be accessed by entering your credentials on any platform, across which the Service operates. You may terminate your user account at any time as described in the Termination section below.

We reserve the right to suspend or terminate your user account at any time without notice as provided by these Terms of Use.

Privacy

To use the Service, You may be asked to provide certain personal information. All the matters regarding Your personal information provision are governed by our [Privacy Policy](#) and You are giving Your consent to the collection of such information by using the Service. Therefore, You should ensure that You have read the Privacy Policy provisions carefully.

Links

The Service may contain links to websites, Applications or other products or services operated by other companies ("Third Party Services"). We do not endorse, monitor or have any control over these Third Party Services, which have separate terms of use and privacy policies. We are not responsible for the content or policies of Third Party Services and You access such Third Party Services at Your own risk.

Unauthorized Use

You shall not in any way use the Service or submit to us or to the Service or to any user of the Service anything which in any respect:

- is in breach of any law, statute, regulation or by-law of any applicable jurisdiction;
- is fraudulent, criminal or unlawful;
- is inaccurate or out-of-date;
- may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political;
- impersonates any other person or body or misrepresents a relationship with any person or body;
- may infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trademark rights, and broadcasting rights) or privacy or other rights of us or any third party;
- may be adverse to our interests;
- is contrary to any specific rule or requirement that we stipulate on the Service in relation to a particular part of the Service or the Service in general;
- involves Your use, delivery or transmission of any viruses or anything likely intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Fees and payments

The Service offers subscription to the Content (as defined in section “Intellectual Property” of these Terms of Use) which may be purchased via the following means:

- directly on the Website (the “Web Purchase”); or
- as an in-app purchase via the App (the “In-App Purchase”).

Depending on the purchasing option you choose, please refer to the appropriate section below to read the applicable purchase terms.

By making either the Web Purchase or the In-App Purchase, you are granted the right to access the features of the Service (Content, subscriptions) you have acquired as a result of such purchase on any platform across which the Service operates. To access the purchase on the Website or in the App, please use your user account credentials.

Web Purchase

Through the Website you may purchase the access to the Content that is offered on a paid basis (the “Purchase”). The cost of the Purchase is provided within the Website. The Purchase within the Website can be made by using any payment method accepted by the Website.

By making Purchase and upon setting up a password you are granted access to the Content in a health-and-beauty sphere, related to facial workout and skincare.

You agree that Purchase is final, that we will not refund any transaction once it has been made and that the Purchase cannot be canceled. Notwithstanding the foregoing, you may be eligible to receive a refund within 30 (thirty) calendar days as of the Purchase date, provided that after following the Content recommendations you did not get visible results.

The Website may offer two types of Purchases:

- one-time (lifetime purchase) Purchase - for the period and cost provided within the Website without any prolongations or renewals;
- subscription Purchase - for the period and cost provided within the Website with automatic prolongation/renewal for the same minimum term that has been initially selected until you or we cancel them.

Through the Website you may also purchase services placed on the external platform that are offered on a paid basis (the "Additional Purchase"). The cost of the Additional Purchase is provided within the Website.

The Subscription plans we offer on the Website are a subscription-based service with regular billing. Please pay attention to the length and price of the subscription to know when and how much you will be billed.

We occasionally provide alternative purchase options such as the 'Lifetime Plan' or 'One-Time Purchase.' In this case, these offers will be marked accordingly.

For avoidance of any doubts, by signing up for SUBSCRIPTION, you agree that your subscription WILL BE AUTOMATICALLY RENEWED. YOU MUST AFFIRMATIVELY CANCEL A SUBSCRIPTION TO AVOID BEING CHARGED AT LEAST 24 HOURS BEFORE THE END OF THE CURRENT SUBSCRIPTION PERIOD.

SUBSCRIPTION CANCELLATION RULES

Your subscription renews automatically at the end of each period until you cancel it.

Should you decide to cancel your subscription, please use the following methods:

- A. Contact Website customer service at support@mimika-app.com
- B. Contact Website customer service by the respective contact forms on the Website
- C. Follow the cancellation process via this link:

<https://mimika-app.com/manage-subscription?source=privacy>

Please note that deleting your account, uninstalling the app, or not using the Service for a long time does not result in subscription cancellation. The subscription is canceled by following the above methods only.

Canceling the subscription stops the automatic renewal, but your access remains until the end of your then-current paid subscription period.

We may offer a free trial subscription for the Service. Free trial provides you with access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. We may send you a reminder when your free trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the free trial will end. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials.

The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).

IN ADDITION TO PURCHASING SUBSCRIPTIONS, YOU MAY BE OFFERED ADD-ON ITEMS FOR AN ADDITIONAL FEE. This purchase is optional: your subscription is not conditional on such purchase. If you choose to purchase any add-on items, you will be immediately charged the relevant fee indicated on the purchase screen. In contrast to subscriptions, add-on items are one-off lifetime purchase that is final and cannot be cancelled. Add-on items do not provide for a free trial.

In order to receive more information on a Refund, please refer to the [Service Web Purchase Refund Policy](#) or contact Website customer service at support@mimika-app.com.

In-App Purchase

By purchasing a subscription to the Content via the App, you will pay the app store from which you have downloaded the App (the “App Store”) the applicable fees (and any related taxes) disclosed to you through the App as they become due.

SUBSCRIPTION AUTOMATICALLY RENEWS. YOU MUST AFFIRMATIVELY CANCEL A SUBSCRIPTION OR A FREE TRIAL TO AVOID BEING CHARGED IN YOUR APP STORE’S ACCOUNT SETTINGS AT LEAST 24 HOURS BEFORE THE END OF THE FREE TRIAL OR THE CURRENT SUBSCRIPTION PERIOD. IF YOU ARE UNSURE HOW TO CANCEL A SUBSCRIPTION OR A FREE TRIAL, PLEASE VISIT THE APPLE SUPPORT WEBSITE, GOOGLE PLAY HELP (OR ANY OTHER APP STORE’S SUPPORT PAGES). DELETING THE APP DOES NOT CANCEL YOUR SUBSCRIPTIONS AND FREE TRIALS.

To the maximum extent permitted by applicable laws, we may change subscription fees at any time. We will give you a reasonable notice of any such pricing changes by posting the new prices on or through the App and/or by sending you an email notification. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect.

By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription, you authorize the App Store(s) to charge you for the renewal term. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you through the App. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal. You must cancel your subscription in accordance with the cancellation procedures disclosed to you for the particular subscription. We will not refund fees that may have accrued to your account and will not prorate fees for a canceled subscription.

We may offer a free trial subscription for the Service. Free trial provides you with access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. We may send you a reminder when your free trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the free trial will end. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials.

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You authorize the App Store(s) to charge the applicable fees to the payment card that you submit.

Subscriptions as well as add-on items purchased via an App Store are subject to such App Store's refund policies. This means we cannot grant refunds. You will have to contact App Store support.

Disclaimer

Your use of any aspect of the Service is at Your own risk. You must consult with certified healthcare advisers and physicians and make Your medical decisions based on their advice. We cannot and do not accept any liability in respect of any activities that You may undertake through the Service use.

We make no representations or warranties whatsoever in respect of the Service. Information regarding health, medical advice and otherwise may be provided by third parties, including other users of the Service. We cannot accept any liability whatsoever in respect of any content which is provided by third parties and/or any other users of the Service. Any actions You take based on content, notifications and otherwise provided by the Service are taken at Your sole risk and we will not accept any liability in respect thereof. You should always check any information provided through the Service to ensure its accuracy. To the maximum extent permitted by applicable law, the Service is provided on an "as is" and "as available" basis. We make no representations or

warranties of any kind, express or implied, as to the operation of the Service or any information, content, materials or products included or referenced therein. To the full extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, non-infringement of third parties' rights and fitness for a particular purpose. You acknowledge that Your use of the Service is at Your sole risk. We disclaim any

implied or statutory warranties (i) regarding the security, accuracy, reliability, timeliness and performance of the Service; or (ii) that the Service will be error-free or that any errors will be corrected; or (iii) regarding the performance of or accuracy, quality, currency, completeness or usefulness of any information provided by the Service. We do not warrant that any description provided through the Service regarding healthcare or otherwise is accurate, complete, reliable, current, safe or error-free. No communication, information or advice given by us or any representative of ours, whether written or oral, shall create any warranty. If You choose to rely on such information, You do so solely at Your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to You.

The Service may not be available in all languages or in all countries, and we make no representation that the functionality of the Service would be appropriate, accurate or available for use in any particular location. The Service availability and pricing are subject to change.

This disclaimer constitutes an essential part of this Terms of Use.

Limitation of liability

To the maximum extent permitted by applicable law, under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall we, our affiliates, or any of our or their employees, directors, officers, agents, vendors or suppliers be liable to You or to any third party for any personal injury, including death, or for any indirect, special, incidental

or consequential losses or damages of any nature arising out of or in connection with the use of
or

inability to use the Service, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, computer or device failure or malfunction, even if a representative of ours has been advised of or should have known of the possibility of such damages. In no event will we be liable for any damages in excess of fifty US dollars (\$50).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that we may not, as a matter of applicable law, disclaim any implied

warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Any claims arising in connection with Your use of the Service must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under this Terms of Use are exclusive and are limited to those expressly provided for in this Terms of Use, even if the applicable remedy under this Terms of Use fails of its essential purpose.

Indemnity

You agree to defend, indemnify, and hold us harmless including our officers, directors, employees, agents, subcontractors, licensors and suppliers, any of our affiliated companies or organizations, and any successors, assigns or licensees, from and against any claims, actions or demands, damages, losses, liabilities, judgments, settlements, costs or expenses (including attorneys' fees and costs) arising directly or indirectly from or relating to a) the breach of this Terms of Use by You or anyone using Your computer, mobile device, password or login information; b) any claim, loss or damage experienced from Your use or attempted use of (or inability to use) the Service; c) Your violation of any law or regulation; or d) any other matter for which You are responsible under this Terms of Use or under any applicable law. You agree that Your use of the Service shall be in compliance with all applicable laws, regulations, and guidelines.

We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the App and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us.

Termination

These Terms of Use are effective until terminated by either you or us.

You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Service. You may also terminate your user account by using the appropriate deletion functions, if available through the Service.

If you violate these Terms of Use, we reserve the right to terminate your use or access to the Service, including by means of terminating your account.

We, however, may, in our sole discretion, terminate these Terms of Use, your access to any part or all of the Service, or your account, at any time and for any reason, without penalty or liability to you or any third party. In the event of your breach of these Terms of Use, these actions are in addition to and not in lieu or as limitation of any other right or remedy that may be available to

us.

Upon any termination of the Terms of Use by either you or us, you must promptly uninstall the App on all of your Devices and destroy all materials downloaded or otherwise obtained from the Service, all documentation, and all copies of such materials and documentation. The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Intellectual Property, Disclaimer, Limitations of Liability, Indemnity, Choice of Law and Dispute Resolution, Entire Agreement and Severability.

Choice of Law and Dispute Resolution

These Terms of Use and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with the laws of the Republic of Cyprus. Any dispute, controversy or claim arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be finally settled by the laws of the Republic of Cyprus.

Entire Agreement

These Terms of Use, [Privacy Policy](#), [Web Purchase Refund Policy](#) constitute the entire agreement between you and us pertaining to the subject matter hereof (the "Agreement").

Anything contained in or delivered through the Service that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement. These Terms of Use may not be modified, in whole or in part, except as described elsewhere in these Terms of Use.

Severability

If any of the provisions of these Terms of Use are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be amended, limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect.

Assignability

You may not assign or transfer these Terms of Use, by operation of law or otherwise, without our prior written and explicit consent.

You agree that these [Terms of Use](#), [Application Privacy Policy](#), [Web Purchase Refund Policy](#) and/or the agreement between You and us in general may be assigned by us, in our sole discretion to any third party.

Contact Us

All notices to You relating to these Terms of Use shall be notified to You either via the Application or via e-mail that You provided to us.

Please submit any notices to us relating to these Terms of Use via: support@mimika-app.com