

SELF

Terms of Service

Effective date: 12.12.2023

Introduction

The Terms of Service constitute a legally binding agreement (hereinafter referred to as the “Agreement”) between Interplay Digital, UAB, registered in Lithuania, LT-02194, Vilnius Eišiškių Sodų 18-oji g. 11 under the company’s number 306156183 (hereinafter referred to as “We”, “Us” and “Our”) and a natural person (hereinafter referred to as “You”, “User”, "Your") and describe the provision of Services alongside with other terms indicated herein.

We provide an application Self that the User can download on the Apple Store or Google Play (hereinafter referred to as the “Application”). We provide all Services to the User through the Application or Website.

By accessing our Services, the User confirms that he has read, understood, and accepts all the terms of this Agreement, as well as our Privacy Policy, and other documents which may be accepted and published by us on the website <https://yourself.digital/> (hereinafter referred to as the “Website”).

If you don’t agree with this Agreement or any other documents accepted and published by us on the Website, then you are expressly PROHIBITED from using the Services, so you must discontinue your usage immediately.

The terms that are used in this Agreement, but not defined, have similar meanings to the terms in the Privacy Policy.

I. Terminology

Account. User’s profile in the Application that allows individuals to access and use the features provided by the application Self.

Services. All services provided by Us to the User through the application Self and Website, include, but are not limited to, the services for analyzing and consulting on the User's psychological state, suggestions and tools for resolving certain psychological matters, depending on the level of psychological immunity and other services available through the Application or the Website.

Content. Any content displayed on the Application and Website, including without limitation text, graphics, photographs, images, moving images, reviews, comments, sound, illustrations and other forms of media that are shared publicly or within a specific community.

User’s Content. Any content that is created and submitted by the User of the Services. This content can include text, images, videos, reviews, comments, and other forms of media that are shared publicly or within a specific community.

Website. Refers to a collection of interconnected web pages or documents accessible through the Internet on the domain: <https://yourself.digital/>.

Application. Self mobile application is a software program which We have designed specifically for use on different devices with operation systems Android and/or IOS.

II. Services and Subscriptions

Services for User. The User can:

- Access the Website and read the information on the Website;
- Download the Application;
- Access the Application and get access to the information within the Application;
- Change settings in the Application;

- Create an Account in the Application;
- Write to the support team;
- Receive messages;
- Use the Application with registration and get access to the more advanced functionality;
- Use all services and products displayed on the Website and the Application according to the conditions provided by Us.

From time-to-time We may add new functionality, which will be specified in the Application and/or Website. The User can also use various functions available in the Application.

To access the full scope of the Services' functionality, the User must download the Application, enter his personal data [name, email address and mobile number or other if required and necessary for the good and proper Services' provision], and pay for it through the offered services.

To register an Account, the User must provide all the required information requested during the registration process on the Application. The account will be registered instantly upon completion of the registration process including the confirmation of the e-mail.

You must be at least 14 years of age to use the Application, register an Account and receive the Services. Persons under this age are prohibited from using the Application, registering for the Application or receiving Services.

You may not be entering into the Agreement, using the Application, and obtaining Services, if You do not have the legal capacity under applicable law to agree to the Agreement. We may require proof of age (for example, we may request your month and/or year of birth) or we may require parental or legal guardian consent at any time. We also reserve the right to block Your access if we suspect You are under the applicable age.

When creating an Account in the Application, the User must provide true and accurate information. You must not create an Account on behalf of another person. You also agree to update the relevant information promptly in the event of any changes.

We may request additional information to verify Your identity. If You refuse to provide this information, We may block or delete Your account.

We have the right to delete the User's Account if the User:

- Violates terms and conditions of the Agreement and all applicable laws;
- Do not use an Account within 12 calendar months.

If a third-party gains an unauthorized access to the User's Account, the User is obliged to immediately notify Us in order to take the appropriate measures, provided that We can confirm the legitimacy of the account belonging to such a specific User.

III. Fees and Payments

The User can obtain the Services according to the fees stated in the Application and/or the Website. The price of the Paid Services may depend on the location, time of day, and other conditions which are stated herein and/or on the Website or the Application.

Upon completion of the registration process and payment for the paid Services, the User can access the full scope of the Application.

The duration and the scope of the Services shall be determined in the Application.

You can pay by debit and credit card and any other applicable means through such a payment providers as PayPal, Visa and/or other payment providers available in the Application or on the Website (hereinafter referred to as the "Payment providers").

By submitting payment information, the User guarantees that all payment details provided are true, accurate, and complete. We are not liable for any mispayment resulting from the User providing incorrect payment information or the use of an unauthorized payment method.

The Services' purchase is made in the form of 100% advance payment or on a recurrent basis for the subscription and/or one-time fee according to the details specified in the Application.

The fees for any subscription plan are presented in the Application and/or the Website for information purposes only, are not final, and may be subject to change at any time. The final fees shall be displayed on the payment page while processing your transaction through the Payment providers.

A receipt, invoice, or any other confirmation, including the publicly available data, issued by Payment providers confirms the successful payment for the Services.

Upon successful payment for the Services, the User gains access to such Services under the conditions described in the Application/Website.

The User acknowledges that any payment made through the Application or Website in the amount specified there, is his own financial responsibility. The User is fully aware of and understands that he is initiating a payment transaction. The User guarantees that he has reached the age of legal capacity to make payments in his respective country or jurisdiction. If the User is below the legal age of capacity in his country, he further guarantees that he has obtained the necessary consent from his parents or legal guardians to proceed with the payment. The User understands that obtaining such consent is a legal requirement. The act of making a payment through the Application or Website by a debit and credit card of the User and/or his parents or legal guardians shall be considered as confirmation by the User that he has obtained the requisite parental or legal guardian consent, as applicable. The User accepts that this confirmation is legally binding and signifies compliance with the age-related payment regulations in his jurisdiction.

At any time, the User can report the closure (deletion) of the account in the Application and the termination of access to the Services. In such a case, We immediately proceed to the closing (deletion) of the Account and/or terminate access to the Services. Storage, processing, and deletion of information about the User is carried out in accordance with our Privacy Policy.

If the User decides to close (delete) the Account and terminate the access to the Services, the payment made in order to access the paid Services is non-refundable unless otherwise stated by us.

IV. Acceptance and Execution of the Agreement

By registering an account in the Application, the User warrants that he/she read, understands, and agrees with the terms of this Agreement as well as our Privacy Policy and other documents accepted and published by us on the Website/Application by checking the appropriate checkbox during the registration.

V. Eligibility

To take part in this Agreement, You must meet the requirements outlined in it. By entering into this Agreement, you are saying that You are legally able to enter into this Agreement and follow its terms. If You do not meet the requirements, You can't participate in or benefit from this Agreement. If You become ineligible, you need to let Us know right away. If You lie about your eligibility or break this clause, the Agreement may be terminated, or You may lose your right to participate or benefit from it.

VI. Rights and Obligations

The User agrees to use the Services only in a manner that is lawful, ethical, and respectful of others. You agree not to use the Services to engage in any behavior that is discriminatory, harassing, defamatory, obscene, offensive, or otherwise objectionable, whether in person, in writing, or online.

The User must follow all the laws and rules that apply to the use of the Services. You are responsible for making sure that You don't break any laws while using the Services.

Using the Services for fraudulent activities or attempting to access other accounts is prohibited.

We may engage contractors, subcontractors, and partners to perform this Agreement, without additional approval from the User.

We reserve the right to distribute any advertisement or promotion within the Application, the Website and/or while providing Services.

VII. Representations and Warranties

To the fullest extent permitted by the applicable law, We hereby disclaim all warranties of any kind, either express or implied, with respect to the Application/Website and Services. We do not represent or warrant that the Application or Services we provide will be uninterrupted or error-free, that defects will be corrected, or that the Application is free of viruses or other harmful components. We do not make any warranties or representations regarding the completeness, correctness, accuracy, adequacy, usefulness, timeliness, or reliability of the Application or Services we provide, or any other warranty that the information, materials, products, and Services provided on or through the Website may be out of date.

The foregoing exclusions of implied warranties do not apply to the extent prohibited by applicable law.

You affirm, represent, and warrant the following:

- You are old enough in your location to enter into a binding agreement with us and have the right and authority to enter into this Agreement, and You are fully able and competent to satisfy the terms, conditions, and obligations stated herein;
- if applicable, You have the written consent of each and every identifiable natural person to use such person's name or likeness in the manner contemplated by the Application and this Agreement and each such person has released you from any liability that may arise in relation to such use;
- You have read, understood, agree with, and will abide by the terms and conditions of this Agreement;
- You are not located in a country that is subject to a government embargo or that has been designated as a “terrorist supporting” country.

You agree to indemnify, defend, and hold harmless Us, Our officers, directors, employees, shareholders, affiliates, agents, successors and assigns from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney fees) arising out of or related to:

- Your use of the Application, the Website and the Services;
- any content or materials submitted, posted, or transmitted by You through the Application, Website and Services;
- any violation committed by You of this Agreement or any applicable laws or regulations;
- any infringement of intellectual property rights or other rights of any third party caused by Your actions or use of the Services;
- any claims or actions brought by third parties arising from or in connection with Your use of the Application, the Website and the Services.

VIII. Liability Limitation

Our Limitation of Liability. In no event We, or any of its officers, directors, employees, shareholders, affiliates, agents, successors, or assigns be liable to You or anyone else for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of the Application, Website, any websites linked to the Application, website, or the materials, information, products or services contained on or provided in connection with the Application, the Website or the Services whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. You specifically acknowledge that We shall not be liable for User's

content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with You.

We exclude the liability from:

- Any changes which we may make to the Application or the Services, or for any temporary interruptions in the provision of the Application or the Services; the deletion of, corruption of, or failure to store, any data maintained or transmitted by or through Your use of the Software and the Services;
- Your failure to provide us with accurate account and payment information;
- Your failure to keep Your account details secure and confidential.

The foregoing limitations of liability do not apply to the extent prohibited by applicable law.

In the event of any problem with the Application, the Website or the Services, You agree that Your sole remedy is to cease using the Application, the Website or the Services.

In any case Our total liability to You for all damages, losses, and causes of action shall not exceed the value of Your purchases within the Application for the six (6) months prior to You making a claim.

Limitation of the User's Liability. The User's liability for breach of the Agreement, as well as damages, shall be limited to the amount of the User's payment under this Agreement. The effect of this provision does not extend to the liability, damages, and lost profit in cases of willful misconduct, criminal activity, gross negligence, injury or death, data security breach, unauthorized modifications, protection of intellectual property rights, including but not limited to the copying of the Application and its functions, illegal decompilation of the Application, trademarks breach, etc, violation of means of ensuring information security, in particular cyber security, and protection of the business reputation of us, our employees, contractors, and founders.

Third-Party Services. We are not responsible for any services that the User can obtain from the Third Party via the Application.

IX. Assignment

You cannot transfer or give away Your rights and responsibilities under this Agreement without Our permission. If You try to do so, it will be invalid. We can give Our rights and responsibilities under this Agreement to someone else without asking for Your permission. Both parties are still responsible for following this Agreement, even if they are assigned to someone else.

X. Electronic Receipts and Notices

By using our Website/Application and Services You consent to receive notices, disclosures, agreements, policies, receipts, confirmations, transaction information, account information, other communications, and changes or updates to any such documents electronically by email or on Your account in the Application. We will provide these by posting them on Your account page or emailing them to the email address associated with Your account or order. You agree that these electronic documents satisfy legal communication requirements, including but not limited to requirements that any such communications be in writing.

XI. Intellectual Property

All the Content displayed within the Application and on the Website is owned by Us, or Our licensors, agents, or the party credited as the owner of the Content.

All elements of the Application and Website, including, without limitation, the Application and Website general design, trademarks, service marks, trade names (including the name, logos, the Application and Website name and design), and other Content, are protected by copyright, moral rights, trademark, and other laws relating to intellectual property rights.

Except as may be otherwise indicated on the Application and Website, You are authorized to view, play, print, and download documents, audio, and video found in our Application and Website for personal, informational, and non-commercial purposes only.

The Application and Website, Content, and all related rights shall remain Our exclusive property or the property of Our licensors unless otherwise expressly agreed.

The User is obliged to refrain from any actions regarding copying, modification, and other actions that may be a violation of Our intellectual property rights or the intellectual property rights of a third party.

In designated areas, We may allow Users to submit the User's Content (e.g., comments, participation in communities, etc.) to us for consideration in connection with the Services.

User's Content remains the intellectual property of the individual User condition to the stated below.

By posting any content in our Application and on the Website, You expressly grant Us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such User Content, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, online and offline use, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe.

All User's Content is deemed non-confidential, and We shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User's Content. You agree that we may modify or alter Your User Content without seeking further permission from you.

User's Content does not represent Our views, or any individual associated with Us, and We do not control the User's Content.

In no event shall You represent or suggest, directly or indirectly, Our endorsement of User's Content.

We do not vouch for the accuracy or credibility of any User Content on our Application and Website and do not take any responsibility or assume any liability for any actions You may take because of reading User's Content in Our Application and Website.

XII. Term and Termination

This Agreement becomes effective for a specific User from the date of its execution, as indicated above. This Agreement is valid until its termination or termination by Us or the User. The version of the Agreement is open for accession from the Effective date.

This Agreement may be terminated:

- by mutual consent. In such a case, We or the User, depending on who intends to terminate/terminate the Agreement, must notify the other of this in writing, by sending the corresponding notification or by e-mail.
- By us. We have the right to terminate this Agreement unilaterally, in case of the violation by the User of any terms of the Agreement, to prevent any fraudulent, unlawful, or abusive acts or if it is necessary to prevent or stop any harm or damage to Us, other Users of the Services or the public. We inform the User of the facts and reasons for termination by sending a message to the User's e-mail and/or a message on the account. The Agreement is terminated from the date of sending the notice. In this case, the User does not have the right to re-enter this Agreement and use the Services, except for accessing the Application and Website, and User support.
- by the User. The User has the right to terminate this Agreement unilaterally by notifying us via the method indicated in the Agreement. The User also has the right at any time to stop using the Services and delete the account in the Application. The Agreement is terminated from the date of receipt of the notice or from the moment of the account deletion.

XIII. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Lithuania, without giving effect to any principals of conflict of laws.

All disputes or claims about this Agreement are resolved within 30 business days of negotiation if negotiation doesn't work the competent court of Lithuania under Lithuanian law must resolve it. The defeated party to this Agreement should pay all reasonable court and attorneys' fees and costs.

In accordance with EU law, we inform you that in the event of a dispute, you can file a claim via the ODR web platform, which belongs to the European Union: <https://ec.europa.eu/consumers/odr/>. The ODR web platform is a useful tool for customers who wish to resolve, out of court, disputes arising from sales contracts or electronic services.

For more information, contact us at InterplayDigital@gmail.com.

XIV. Disclaimer

Application is Licensed on an "AS IS" and "AS AVAILABLE" basis. We are not responsible and do not provide any warranties, express or implied, and hereby disclaim any implied warranties regarding the Application, in particular:

- Availability in case of problems with the network, software and hardware, electricity supply of the User, and Third Parties.
- Compliance of the name, appearance, internal structure, and functions with any expectations of the User.
- Protection against any damage to Users, persons related to them, their property, and non-property rights from the action and/or inaction of any third parties.

XV. Miscellaneous

Entire agreement. This Agreement is the only agreement between Us and the User regarding the use of our Services within the Application/Website. This Agreement replaces any other agreements or discussions we have had before.

Headings. The headings in this Agreement are just to help you understand what each section is about, and they won't change the meaning of anything. When we use words like "including" or "such as," it doesn't mean that we've listed everything that could be included.

Languages. This Agreement is available in English. If there are any differences between the English and any other versions and the translation to another language, the English version will be the correct one.

No partnership. By using Our Services, you are not becoming our partner, employee, or agent. You can't say that you represent us or that we are working together in any formal way. You do not have the authority to make any deals or promises on our behalf. When You use Our Services, you are responsible for paying any taxes or government fees that come up. We don't provide tax advice, so it's up to You to talk to a tax expert if You are not sure what You owe.

No waiver. If We don't enforce any part of this Agreement, it doesn't mean We are letting You off the hook. We can still enforce those terms later if We need to. If We do decide to waive any of Our rights, We will make sure it is in writing and signed by Us.

Notices of breach. If You break any of these rules, We can do whatever We need to fix the problem, including cutting off your access to Our Services. We might also give You notice of the problem and a chance to fix it within a certain amount of time. If You do not fix the problem in time, We can take action to protect our rights.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be deemed severable, and the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that accomplishes the same purpose as the original provision, to the extent possible.

Changes. We reserve the right to change this Agreement from time to time, without prior notice and Your consent. We will communicate such changes by updating the Agreement on the Website. Any revisions or changes to the Agreement come into force after they are published on the Website.

If, after the update (changes, additions, new edition) the Agreement is published on the Website, and the User continues to use the Services, it is considered that the User has accepted all the changes and must comply with them.

Counterparts. This Agreement may be executed in one counterpart, which shall be deemed an original. This Agreement by placement on the Services shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XVI. Legal Information

Company Name: Interplay Digital	
Company Number: 306156183	VAT Number: not applicable
Legal Address: Lithuania, LT-02194, Vilnius Eišiškių Sodų 18-oji g. 11	
Email: InterplayDigital@gmail.com	