

Check My Age terms of use

The following terms and conditions govern all use of the Check My Age (“Application”) and all content and Services available at or through the Application. The Application is offered subject to your (“Recipient”) acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time (collectively, the “Agreement”).

Please read this Agreement carefully before using the Application. By using the application, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not use the Application. If these terms and conditions are considered an offer by Neurotechnology Lab (“Provider”), acceptance is expressly limited to these terms.

1. **Services.** Provider may change such features provided by the Application from time to time in its sole discretion.
2. **Grant of right to use Services.** Provider will provide the Service to Recipient pursuant to its standard policies and procedures then in effect. The right to use the Service is worldwide, temporal, revocable, non-exclusive, personal and non-transferable subject to terms and limitations as described in this Agreement.
3. **Recipient’s Identity.** Recipient warrants that it is a corporation or other business entity authorized to do business pursuant to applicable law or an individual 18 years or older.
4. **Right to Do Business.** Recipient warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
5. **Use of Application.** Use of the Application must comply with following guidelines, terms and conditions:
 1. Your use must not violate any law, statute, ordinance or regulation.
 2. Your use of the Application must be transparent and must not affect Personal, Privacy and other rights of third parties.
 3. Your use of the Application must not be used directly or indirectly in connection with or to promote any products, services, or materials that constitute, promote or are used:
 1. In relation with (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) stolen goods including digital and virtual goods (e) items that promote hate, violence, terrorism, racial intolerance, or the financial exploitation of a crime, (f) items that are considered obscene, (g) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (h) certain sexually oriented materials or services, pornography, prostitution, body parts and bodily fluids (i) ammunition, firearms, or certain firearm parts or accessories, or (j) certain weapons or knives regulated under applicable law.
 2. For the purpose of dealing with (a) spam, spyware, adware, or other malicious programs or code, (b) counterfeit goods, (c) items subject to US and EU embargo, (d) goods made from protected animal/plant species, (e) recalled goods, (f) any hacking, surveillance, (g) interception, or descrambling equipment, (h) items used for theft, fireworks, explosives, and

hazardous materials, (i) government IDs, police items, (j) unlicensed trade or dealing in stocks and securities, (k) professional services regulated by state licensing regimes, (l) non-transferable items such as airline tickets or event tickets, (m) non-packaged food items.

3. To (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f), are associated with the sale of traveler's checks or money orders, (h) involve currency exchanges or check cashing businesses, or (i) involve certain credit repair, debt settlement services, credit transactions or insurance activities.
 4. In sales of products or services identified by government agencies to have a high likelihood of being fraudulent.
 5. Violating applicable laws or industry regulations regarding the sale of (a) tobacco products, or (b) prescription drugs and devices.
 6. Involving gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes
 4. The Application must not be used in connection with any situation which violates law using country or any regulation and personal, privacy, property and other rights and this Agreement.
 6. **Submission of materials to the Application.** When you submit any materials to the application, You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, images, photos, audio or video file, source code, computer software or other type of materials. By making Content available, you represent and warrant including but not limited that:
 1. Use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party.
 2. If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content.
 3. You have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms.
 4. The Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content.
 5. The Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party.
 6. You have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by the Provider or otherwise.
 7. For Content provided to the Application, you grant the Provider a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content.
 8. For Content submitted for processing to the Application, you grant the right to use the Content in a non-person-identifiable manner to improve quality and user experience of our Services.
- Without limiting any of those representations or warranties, the Provider has the right (though not the obligation) to, in the Provider's sole discretion (i) refuse or remove any content that, in Provider's

reasonable opinion, violates the Provider policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Application to any individual or entity for any reason.

7. **Responsibilities of the Application users.** The Provider has not reviewed, and cannot review, all of the material, including images, audio, video, text, source code or computer software, provided to the application or transferred through Services, and cannot therefore be responsible for that material's content, use or effects. By providing the Application, the Provider does not represent or imply that it endorses the material there provided, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Application may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Application may also contain material or products and services may be operated in a way that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. The Provider disclaims any responsibility for any harm resulting from the use by users of the Application, or from any use of the Application by those users and materials they provided.
8. **Content of Other websites.** We have not reviewed, and cannot review, all of the material, including source codes and computer software, made available through the websites, webpages and applications to which the Application links. The Provider does not have any control over those third party websites, webpages and applications, and is not responsible for their contents or their use. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Provider disclaims any responsibility for any harm resulting from your use of links to websites and webpages.
9. **Copyright Infringement and DMCA Policy.** As the Provider asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Application violates your copyright, please notify us by providing a written notice. The Provider will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.
10. **Intellectual Property.** This Agreement does not transfer from the Provider to you any of Provider or third party intellectual property. The Provider, the Provider's logo, and all other trademarks, service marks, graphics and logos used in connection with the Provider are trademarks or registered trademarks of the Provider or Provider's licensors. Other trademarks, service marks, graphics and logos used in connection with the Application may be the trademarks of other third parties. Your use of the Application grants you no right or license to reproduce or otherwise use any of the Provider or third-party trademarks.
11. **Support.** The Provider may provide technical support for its Services in some situations. However, the Provider may decide, in its sole discretion, to provide technical support, general support or customization for its Services (collectively "Support"), and may terminate that Support at any time with or without notice. The Provider may change, suspend or discontinue any or all features of Services at any time. Also, the Provider may limit or restrict completely access to the Application or Services without any notices or liabilities.
12. **Fees.** Recipient agrees not to pay fees for the use of the Application.
13. **Termination.** The Provider may terminate your use of all or any part of the Application or Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement you may simply discontinue using the Application. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
14. **No High Risk Use.** The application and services are not fault-tolerant. The Application is not designed or intended for use in any situation where failure or fault of any kind of the Service could lead

to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). You are not allowed to use the Application or Services in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug, and Cosmetic Act. You agree not to use the Application or Services in, or in connection with, any High Risk Use.

15. **Disclaimer.** THE APPLICATION IS PROVIDED "AS IS" AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND RECIPIENT AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Provider does not warrant that the the Application or Services will perform without error or interruption. You understand that you use the Application and Services at your own discretion and risk.
16. **Limitation of Liability.** IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM OR CONNECTED WITH USE OF THE PROVIDER SERVICES. THE LIABILITIES LIMITED BY THIS SECTION APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of some provisions of this Section, some provisions of this Section may not apply to you.
17. **Waiver and release.** To the maximum extent permitted by applicable law, you hereby release and waive all claims against the provider, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Application or Services. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.
18. **Indemnification.** To the maximum extent permitted by applicable law, You agree to indemnify and hold harmless Provider, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Application and Services, including but not limited to your violation of this Agreement.
19. **Changes to the Agreement.** Provider reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Application or Services following the posting of any changes to this Agreement constitutes acceptance of those changes. Provider may also, in the future, offer new Services and/or features through the Application (including but not limited to the release of new services, products, tools and resources). Such new features and/or Services shall be subject to the terms and conditions of this Agreement.
20. **Independent Contractors.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, nor may bind the other in any way.

21. **Force Majeure.** To the extent caused by force majeure the Provider will not be liable for delays or any failure to operate the Application, provide Services or perform this Agreement.
22. **No Waiver.** The failure of the Provider at any time to require performance by the Recipient of any provision of this Agreement shall in no way affect Provider's right to enforce such provisions, nor shall the waiver by Recipient of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
23. **Choice of Law & Jurisdiction.** This Agreement will be governed solely by the internal laws of the State of Lithuania, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the courts of Vilnius, Lithuania.
24. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
25. **Amendments.** In some situations Provider and Recipient could agree on modification to or variation of this Agreement. All such modification to or variation of this Agreement must be in writing and signed by authorized representatives of the Provider and the Recipient.
26. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

This Agreement was last updated on February 24, 2016.

privacy policy – Check My Age

In this Privacy Policy describe how information from User (User) is collected, used, maintained and disclosed by Check My Age application. This privacy policy applies to the Check My Age.

collection of personal information

The Application may collect personally-identifying information when the application is running. Application may

- Access personal information in the device.
- Request personal information from the user.

During the execution of the application may collect

- Photos
- Email
- Authentication details for sharing

use of personal information

Application may use Users personal information for:

- Providing face detection and age estimation services.
- Connecting to external parties like Facebook.
- Sharing with third parties requested by user.

protection of personal information

We have done our best efforts to implement various security measures to protect Users personal information while User enter, submit to face detection and age estimation services. However, there are no completely secure methods for transmitting, processing and storing digital information and, therefore, we cannot guaranty that information will be never used or disclosed inconsistently with this Privacy Policy.

sharing of personal information

Application does not collect and disclose Users personal information except trusted third parties which provide face detection and age prediction services and third parties providing user requested sharing services.

third party websites and services

Application may include links to other websites or services. We are not in control of these third party sites or services. These third party sites or services may have separate terms and policies. We do not have any responsibilities or liabilities for the content or activities of these linked third party sites or services.

Children's privacy protection

This application is not designed for use by or to attract children. We do not collect any information from anyone who we actually know is under 13 years old.

changes to this privacy policy

If we decide to change this privacy policy we will update this document together with modification date below. We encourage User to frequently check this Privacy Policy for any updates. You understand and agree that it is your responsibility to check periodically this Privacy Policy for updates to become informed about any changes.

This Privacy Policy was last updated on 2016-02-18

users acceptance of these terms

By using the Application, you agree to this Privacy Policy. Your use of the Application, after this Privacy Policy is changed implies you agree to the changed terms. If you do not agree to this Privacy, do not use the Application.

contacting us

Contact us by following this [link](#).