

## **Terms of Use**

### **WALL ONE Terms of Service**

*Last updated on 21 January, 2021*

This is an agreement (“Agreement”) between WALL ONE LTD, limited company registered in England and Wales under company number 11842561 (“WALL PRIVACY/We”/”Us”/”Our”), and You (“You” or “Your” or “user(s)”), a user of the to the mobile application entitled “Wall Privacy” (herein “Wall App”), owned by US. This Agreement is legally binding and governs Your use of Our Site and Service.

Please read these Terms of Use and the Privacy Policy before the Wall App carefully. By using the Wall App, You acknowledge and agree to be bound by this Agreement and the Privacy Policy. WALL PRIVACY may amend the Terms of Use or/and Privacy Policy from time to time, and Your continued use of the Wall App will be treated as acknowledgement and consent to any changes made within the Terms of Use and/or the Privacy Policy.

In case You do not agree to the Terms of Use or the Privacy Policy, please do not use the Wall App.

### **1. Presentation**

WALL PRIVACY is a mobile application that allows You to manage Your presents, data and content in Internet, such as: Your protocol to internet connection on Your mobile device, Your email subscriptions, Your history, searches and privacy settings on Your application, Your pictures and posts, data, text, sound, photographs, graphics, video, messages, tags or other materials for hosting, display, and distribution (“Your Content”) on Your social networks and/or applications (“Account(s)”).

During registration We may ask You provide Your name and e-mail. We may also require additional information from You if necessary. We may allow You to login through a third-party social network such as Google. Please be informed, that We have the final discretion in granting accounts and reserve the right to reject users without explanation.

### **2. Plans provided in the WALL PRIVACY**

#### *2.1 Description of the different Plans*

WALL PRIVACY offers two different level of services (the “Services”) depending on which plan You are on between the following :

- Free;
- Plus;

By downloading the WALL PRIVACY, We grant You a simple right to use the WALL PRIVACY according to the following Terms of Use. This granted license is revocable, free or in consideration of a fee if You select a paid plan, non-exclusive and worldwide. It is intended for Your strict personal use.

#### 2.1.1. Free

Free is the default plan You have access to when You download the App. Services in Free with limitation for some of Your Accounts to:

- manage Your Internet connection,
- manage Your Content,
- manage some of Your privacy settings in such Accounts.

Free plan is at Your disposal free of charge. Services or Account You can link might vary from time to time, at Our discretion.

#### 2.1.2. Plus

Plus is Our subscription plan for individuals that want to upgrade from Free plan. In addition to all Services included in Free plan, You will have access to additional Services as described in the App at the date of Your subscription.

#### 2.1.3. Change of Services

Services available in the different Plans may vary from time to time. We may add some Services to Your subscription for more protection.

### *2.2 Monthly Fee*

The prices of Our monthly fees (the “Monthly Fee”) on Plus plan vary depending on the currency of the country You are located in.

In any case, Our Monthly Fee prices are indicated in the App as monthly prices given in Your local currency including all taxes, unless otherwise specified. Any change in the legal rate of VAT will be automatically reflected in the price of the subscription.

Any change of prices of Our Monthly Fees will be notified by respective digital distribution platform, depending on the marketplace You are using on Your phone, and will be governed by their terms and conditions.

### *2.3. Subscription*

When You start using the WALL PRIVACY, You will automatically be on the Free plan. You can stay on the Free plan or You can decide, at any time and at Your sole discretion, to upgrade to Plus plan.

You can upgrade to Plus by clicking on the plan You have chosen directly in the WALL PRIVACY. By clicking on Plus, We will then direct You to Our app marketplace partners which are digital distribution platforms (e.g. Apple Store or Google Store), depending on the exploitation system You use on Your phone.

Once You have validated Your subscription to Plus, You will be re-directed to the WALL PRIVACY that will have been automatically upgraded to the plan of Your choosing.

### *2.4 Payment and Tax*

Payment for Your subscription plan Monthly Fee is due and collected by digital distribution platforms, depending on the marketplace available on Your phone. Fees will be payable monthly as provided under terms of your digital distribution platform.

Your subscription payment will be subject to your digital distribution platform's applicable payment policy, which may not provide for refunds. We strongly recommend You read such platform's terms and conditions before subscribing to one of Our plans. Please note that these terms and conditions are subject to amendments by the owner of the digital distribution platform, whichever applicable.

We are not responsible for any payment error or fraud on Your digital distribution platform's account. Also, any Monthly Fee payment will be deemed and final, and We will not provide You any refund.

Digital distribution platform collect personal data and payment card data when You made purchases. They do not give this data to WALL PRIVACY. We do not collect or process credit or debit card data. To find out more about the processing of Your data when You subscribe to a plan, please consult Our Privacy Policy.

No fee paid shall be refundable notwithstanding the invalidity or unenforceability of any of the supporting documentation, the termination of the Account, Your failure to utilize any part of the Services, the prepayment or cancellation of WALL PRIVACY or for any reason whatsoever.

All the fees payable shall be exclusive of any taxes, levies and duties of similar kind.

You agree that subject to Your local bank's exchange rates, the final amount of fee stipulated in another currency may vary.

### *2.5 Term*

Terms for subscriptions to Plus plan start from the day You subscribe to Plus plan, for a duration of one month. Your subscription will then be automatically renewed for successive terms of one month.

You can terminate Your subscription at any time through Your digital distribution platform's account at least 24 hours before the end of Your monthly subscription. Such termination will be effective at the end of such subscription month.

Your Monthly Fee will continue to be billed automatically to the payment method You have provided, unless terminated according to the above conditions. Refunds cannot be claimed for any partial-month subscription period.

We may terminate or suspend Service or Your account or any other provision of Services to You at Our discretion without explanation and notice, though We will strive to provide a timely explanation in most cases. 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.

## **3. Specificities of some Services offered in WALL PRIVACY**

### *3.1 Manage Your Internet connection*

WALL PRIVACY allows You to manage Your privacy settings of Your internet connection, including VPN protocols and other protocols to enhance Your internet security and privacy.

You can turn this feature off at any time directly in the app or through the iOS or Android device settings. In case You are located in a location where managing Internet Connection through various means, including VPN services, is prohibited under local legislation, please do not use VPN protocols and other protocols accessible through WALL PRIVACY.

### *3.2. Privacy Management*

WALL PRIVACY allows You to manage Your privacy settings within Your Accounts by showing You how Your information is used by the Account You select, by following this process :

- When You choose an Account to inspect, WALL PRIVACY will respond to Your request and review the use of Your data by the selected Account;
- WALL PRIVACY then tells You what data is processed by Your Account, where You can find this data and then offers to delete the data You no longer wish to have processed in Your Account;
- These are simple suggestions made following Your request to inspect the data processed in Your Account;
- WALL PRIVACY proposals are based on what is technically possible to do but no guarantee is given as to the practical application of these requests on Your Account;
- You are under no obligation to follow these suggestions, You can either simply read the result of the research or do nothing.

While performing Privacy Management, We rely on various third-party providers, such as providers of technical support and information alerts' providers. In no case We shall bear responsibility on the accuracy of data provided by such third-party providers and shall bear no responsibility on any type of loss and/or damage caused in connection of such data to any party.

WALL PRIVACY is not responsible for :

- the consequences of Your choices on WALL PRIVACY, for which You are solely responsible for;
- the actions taken on Your Account as a result of Your choices made through the WALL PRIVACY;
- the respect of Your choices made in Your Account. Only You have the possibility to ensure that the data is no longer processed in accordance with the choices You have made WALL PRIVACY does not interfere with the privacy settings available within Your Accounts, nor does it offer additional privacy settings.

We encourage You to review the Terms of Use and privacy statements of Your accounts to understand what is done with Your personal data in Your accounts.

### *3.3 Block trackers*

If You enable the “Block Tracker” Feature in the WALL PRIVACY, the app will block connections to servers You have selected by enabling an extension that will appear as a “VPN”

on Your phone. Please note that contrary to a VPN, this extension may encrypt traffic made on Your phone in case You enable feature “Internet Protection”, in other case it won't. You can turn this feature off at any time directly in the app or through the iOS or Android device settings.

You are the one responsible to choose which trackers You want to block at any time by selecting or deselecting a tracker in Your WALL PRIVACY.

You acknowledge and agree that WALL PRIVACY has relied on lists available online from privacy experts' blogs to decide what trackers to enable You to block or not. Therefore, WALL PRIVACY gives no warranty on whether such trackers are effectively tracking Your data, and misusing it, and whether You should or not disable them by using the “Block Tracker” feature.

When using this feature, You acknowledge and agree that the process used to block these trackers cannot determine the origin of a connection attempt and as such may occasionally block content You were trying to access. This is an unwanted side effect of this feature and cannot be completely avoided.

#### **4. Your commitments**

You are responsible for Your use of WALL PRIVACY. You agree not to access, copy, or use WALL PRIVACY, including Our intellectual property and trademarks, except as authorized by these Terms of Use or as otherwise authorized in writing by Us.

To ensure WALL PRIVACY good functioning, and in exchange for such services, We require that You commit to the following, notably when accessing and using WALL PRIVACY:

- You must be a human. Use of WALL PRIVACY by “bots” or other automated methods are not permitted;
- You agree not to stalk, harass, bully or harm another individual;
- You agree not to collect or store personal information about other users of WALL PRIVACY;
- You agree not to hack, spam or phish Us or other users of WALL PRIVACY;
- Services shall not be used for any criminal, illicit and illegal acts, and You accept and agree not to violate any law of any jurisdiction that You are originating from and any other applicable law. It is Your responsibility to know and comprehend any and all relevant laws related to any jurisdiction or venue that concerns You, Your actions and Your use of WALL PRIVACY;
- You agree to the terms of the Terms of Use and the privacy policy as an individual, or for Your company, if You are using WALL PRIVACY as a single entity.

- You should not use WALL PRIVACY if You are less than 13 years old of age, or without Your parents and/or legal guardian prior written approval if You are between 13 and 18 years old. If You are under the age of 13 please stop using WALL PRIVACY immediately;
- You should only use WALL PRIVACY for Your personal account, for Your personal use and in respect of functionalities provided for within WALL PRIVACY;
- You must not communicate Your WALL PRIVACY access code to anyone. On this point, please refer to Article 4 of these Terms of Use;
- WALL PRIVACY allows access to the Account You decide to link and therefore to confidential and sensitive information and this information can appear on Your WALL PRIVACY after You inspect Your Account, so You must not access the WALL PRIVACY of third-party users or give access to Your WALL PRIVACY to third parties;
- You must not disclose the logins to Your Accounts to anyone, any connection to Your Account with Your login, whether from the WALL PRIVACY on Your phone or from a third party's phone, is Your sole responsibility;
- If You have communicated Your login to Your Account to a third party, or Your WALL PRIVACY access code, voluntarily or involuntarily, You will be entirely responsible for any decisions that the third party may make on Your behalf from WALL PRIVACY. WALL PRIVACY is not responsible for the actions of third parties, which will be deemed to be Your actions;
- You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying WALL PRIVACY;
- Any decision You make via WALL PRIVACY is permanent. This means that once You have chosen to delete Your Content and/or to transfer it to a Storage Service, We cannot retrieve Your Content or transfer it back to Your Account it came from. Therefore, We invite You to carefully evaluate all the request You make with WALL PRIVACY. We decline any responsibility in the event You regret any such request;
- If You send Us any question, comment, suggestion, enhancement, idea, and other information regarding WALL PRIVACY, We will be entitled to use and disclose them without any restriction, whether commercial or not, free-of-charge;
- You must use WALL PRIVACY fairly, in accordance with the Terms of Use, applicable laws and regulations, including intellectual and industrial property laws. WALL PRIVACY may contain elements, materials and content copyrighted and/or protected by patent and/or intellectual property laws. You agree not to reproduce, download, represent, modify, duplicate, copy, sell, resell or exploit any portion of WALL PRIVACY, use WALL PRIVACY, or access WALL PRIVACY without Our express written permission;

- WALL PRIVACY, trademarks, designs, models, images, texts, photos, logos, graphic charts, software and programs, databases, sounds, videos, domain names, designs or any other element composing the application, with the exception of Your Accounts, are the exclusive property of WALL PRIVACY and are protected by any intellectual or industrial property right recognized by the laws in force;
- You must not interfere with the proper functioning of WALL PRIVACY, including introducing viruses or any other technology harmful to WALL PRIVACY or associated services. It is Your responsibility to protect Your equipment and Your connection against any form of malicious, fraudulent, prohibited or illegal external intrusion;
- You must not modify, adapt or hack WALL PRIVACY;
- You must not access or use WALL PRIVACY by any means other than downloading its application distributed by official digital distribution platform;
- You choose and decide alone to use WALL PRIVACY. WALL PRIVACY provides You with services to help You regain control of Your privacy, which You are free to use or not, at Your sole discretion;
- The service only includes a control over WALL PRIVACY. You are solely responsible for the use of the data provided by WALL PRIVACY. Any changes or deletions are at Your own risk;
- Consequently, WALL PRIVACY cannot be held liable for the sole fact of the use of Our services by You;
- You should not use WALL PRIVACY in violation of the Terms of Use, applicable laws and/or third-party rights, if You do, We can suspend the use of the application and close Your paying account. We can also communicate all necessary information to the competent services in charge of the repression of offences.

## **5. Limits on liability and disclaimers**

WALL PRIVACY is being provided on an “as-is” and “as-available” basis, and We do not warrant, either expressly or by implication, the accuracy of any materials or information provided through WALL PRIVACY, or its suitability for any particular purpose. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, or non-infringement. We do not make any warranty that WALL PRIVACY will meet Your requirements, or that it will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected. You acknowledge that You access the Site and Services at Your sole risk and discretion.

WALL PRIVACY service coverage, speeds, server locations, and quality may vary. We will attempt to make WALL PRIVACY available at all times; however, WALL PRIVACY may be subject to unavailability for a variety of factors beyond Our control, including but not limited to emergencies; third

party-service failures; or transmission, equipment, or network problems or limitations, interference, or signal strength; and may be interrupted, refused, limited, or curtailed. We are not responsible for data, messages, or pages lost, not delivered, delayed, or misdirected because of interruptions or performance issues with WALL PRIVACY, communications services, or networks. We may impose usage WALL PRIVACY's limits, suspend WALL PRIVACY, terminate accounts, or block certain kinds of usage in Our sole discretion to protect public interests or any other users of WALL PRIVACY. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur.

We reserve the right to investigate matters We consider to be violations of these Terms of Use. We may, but are not obligated to, in Our sole discretion and without notice, remove, block, filter, or restrict by any means any materials or information that We consider to be actual or potential violations of the restrictions set forth in this Agreement, and any other activities. We disclaim any and all liability for any failure on Our part to prevent such materials or information from being transmitted over WALL PRIVACY and/or into Your computing device.

We provide You with privacy information and self-help tools. The information provided in Your Account together with the content on Our blog is provided for Your private use and does not constitute legal advice.

Furthermore, as We are not lawyers, please note that any communications between Us is not protected under the attorney-client privilege. For any specific issues please contact Your lawyer or/and licensed privacy advisor.

We provide You WALL PRIVACY using a reasonable level of skill and care, but We cannot make any promise nor warranty that :

- WALL PRIVACY is compliant with applicable laws or to the terms and conditions of Your account You are linking WALL PRIVACY to;
- WALL PRIVACY does not infringe upon any third-party rights;
- Your use of WALL PRIVACY will not cause a security breach related to Your content, and that Your phone will be protected against any virus or interruption;
- Data circulating on the Internet is protected, in particular against possible misappropriation;
- WALL PRIVACY will meet Your specific expectations and/or requirements, notably that (i) WALL PRIVACY will be uninterrupted, timely, secure, or error-free, (ii) that the Your account You want to link, or use will always be available and provided by WALL PRIVACY (ii) the results that may be obtained from the use of WALL PRIVACY will be accurate or reliable, nor (iii) any errors in WALL PRIVACY will be corrected;
- You have the necessary equipment and the accurate internet access to use WALL PRIVACY and that will not cost You additional fees;

You understand that We will not be liable if any of the above occurs, and You waive any claim and/or lawsuit against Us for such reason.

In no event shall We, Our officers, directors, employees, or agents, be liable to You for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from:

- any loss of profit (whether incurred directly or indirectly) of goodwill or business reputation, or of opportunity;
- any loss of data suffered;
- errors, mistakes, or inaccuracies of the Content;
- personal injury or property damage, of any nature whatsoever, resulting from Your access to and use of WALL PRIVACY;
- any loss or damage which may be incurred as a result of any changes which We may make to WALL PRIVACY, or for any permanent or temporary cessation in the provision of WALL PRIVACY (or any account, tool or feature within WALL PRIVACY);
- the deletion of, corruption of, or failure to store, any of Your Content and other communications data maintained or transmitted by or through Your use of WALL PRIVACY;
- Your failure to provide WALL PRIVACY with accurate Account information;
- Your failure to keep Your password or Your Accounts details' secure and confidential;
- any unauthorized access to or use of Our secure servers and/or any and all personal information and/or financial information stored therein;
- content of the information provided by third party websites accessed from hyperlinks content in WALL PRIVACY, which do not belong to Us. We are not responsible for the privacy policy of these websites;

whether based on warranty, contract, tort, or any other legal theory, and whether or not the We are advised of the possibility of such damages. the foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that We shall not be liable for the Content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing is purely on Your side. In the event of any problem with WALL PRIVACY or any Content, You agree that Your sole remedy is to cease using WALL PRIVACY.

## **6. Indemnity**

You agree to defend, indemnify and hold harmless Us, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

1. Your use of and access to WALL PRIVACY;
2. Your violation of any term of these Terms of Use;

3. Your violation of any third party right, including without limitation any copyright, property, or privacy right; or

4. any claim that one of Your Content caused damage to a third party.

This defense and indemnification obligation will survive these Terms of Use and Your use of the WALL PRIVACY.

You also agree that You have a duty to defend Us against such claims and We may require You to pay for a legal advisor of Our choice in such cases. You agree that this indemnity extends to requiring You to pay for Our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, We may elect to settle with the party/parties making the claim and You shall be liable for the damages as though We had proceeded with a trial.

By uploading Your Content to WALL PRIVACY, You agree that You have: a) all necessary licenses and permissions to use and share Your Content b) the rights necessary to grant the licenses in these terms.

## **7. Force-Majeure**

You agree that We are not responsible to You for anything that We may otherwise be responsible for, if it is the result of events beyond Our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond Our control.

## **8. Security**

WALL PRIVACY makes its best efforts to secure WALL PRIVACY in view of the complexity of the internet. It cannot guarantee absolute security. By the present Terms of Use, You :

- accept the characteristics and limitations of the internet.
- acknowledge that You are aware of the nature of the internet network, and in particular its technical performance and response times for consulting, querying or transferring information data.
- agree to inform WALL PRIVACY if You notice any failure of the service.
- agree to take all appropriate measures to protect Your own content, data and/or software from contamination by possible viruses on the Internet.

## **7. Other**

- We reserve the right to amend the Terms of Use at any time. In such event, the amendments will be notified to You with a special banner within WALL PRIVACY. You acknowledge and agree by using and/or accessing WALL PRIVACY after the amendment date, You will be deemed having fully consented to the Terms of Use as amended.
- WALL PRIVACY and the Terms of Use are governed by the UK laws, wherever You are accessing and/or using WALL PRIVACY from, without regard to the conflict of law principles thereof. In the event of a dispute regarding the Terms of Use and/or Your use of WALL PRIVACY, the courts of UK, shall be solely competent to hear such dispute. If You bring a dispute in a manner other than in accordance with this section, You agree that We may move to have it dismissed, and that You will be responsible for Our reasonable attorneys' fees, court costs, and disbursements in doing so.
- The Terms of Use form the entire agreement between You and Us regarding Your access and use of WALL PRIVACY. The Terms of Use supersede any prior agreements.
- If any part of the Terms of Use is found to be unenforceable, the remaining provisions will remain in full force and effect. If We fail to enforce any of the Terms of Use, it will not be considered a waiver. If two or more provisions of this Agreement are deemed to conflict with each other's operation, We shall have the sole right to elect which provision remains in force.
- You will not transfer any of Your rights or obligations under the Terms of Use to anyone else without Our prior written consent.
- We can freely assign any rights and obligations under the Terms of Use to a third party whether in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- We reserve all rights permitted to Us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as Our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

## **QUESTIONS ? PROBLEMS ? SUGGESTIONS ?**

For any questions related to the Terms of Use, and/or WALL PRIVACY, or if You want to warn Us of any violation of the Terms of Use, please contact Us via e-mail to the following email address: [support@wall.one](mailto:support@wall.one)