

## **Agreement to Terms**

Welcome and thank you for your interest in Aftershoot Private Limited.

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Aftershoot Private Limited (“**Aftershoot**”, “**Company**”, “**we**”, “**us**” or “**our**”) concerning your access to and use of the <https://aftershoot.com> website and our other related websites, media form, media channel, mobile website or mobile application related, linked, or otherwise [connected](#) thereto (collectively, the “Site”) as well as our related networks, applications, software, mobile applications, and other services provided by us (collectively, the “Service”). These Terms of Use shall without any modification or limitation apply to any email or other type of communication between you and us pursuant to your access to and/or use of foregoing Services.

You should read these Terms along with our [Privacy Policy](#) and [Cookie Policy](#), which together with any software license agreement, form our contractual relationship with you (our “Customer” or “User”). The Privacy Policy and the Cookie Policy are made a part of these Terms by express reference hereof

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE OR ANY PART OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We are registered in 15-A, 4th Floor, Pratap Nagar, Mayur Vihar, Near India Bank DELHI East Delhi DL 110091 IN. You agree that by accessing the Site, and/or by downloading, installing, or using the Aftershoot software or the Service, you have read and understood these Terms of Use, and hereby agree to be bound by all these Terms of Use. If your access and use is on behalf of another person (for example, a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person’s behalf and that, by agreeing to these Terms on that person’s behalf, that person is bound by these Terms.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use from time to time. Such changes or modifications will be effective immediately upon our posting of the revised Terms of Use on the Website. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

Aftershoot Private Limited operates and controls the Aftershoot Service from its offices located in India and the US. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

If you violate any of these Terms, we reserve the absolute right to cancel your account or block access to your account without notice.

## **Provision of the Service**

The Service means an AI-powered desktop software that helps automate the post-shooting workflow for photographers.

We will use reasonable efforts to provide the Service in accordance with these Terms and US law.

The Service is provided in a non-exclusive manner, and nothing indicated in these Terms forbids us from providing the Services to any other person or company.

We may add, change or remove features or functionalities of the Services at any time. Should we exercise our right to add, change or remove features or functionalities of the Services, you are not entitled to any refund, discount, or other forms of compensation.

The Services may interoperate with third party services. We do not make any guarantees or representations on the continuous availability of those services. In the case of the unavailability of third-party services, we reserve the right to discontinue the availability of the said integration and resulting functionalities for you. In such case, you are not entitled to any refund, discount, or other form of compensation.

You agree to use the Service only for its intended uses and as set forth in these Terms. We may permanently or temporarily terminate, suspend, or otherwise deny your access to the Service without notice or liability, if, in our reasonable determination, you violate any of these Terms, or the spirit or intention of these Terms, including engaging in any of the specifically prohibited actions indicated in clause 10 of these Terms.

## **Intellectual Property Rights**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions.

The Content and the Marks are provided on the Site “as is” and “as available” basis with all faults and defects for your information and personal use only without warranty of any kind, either express, implied, statutory, or otherwise. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Subject to your compliance with these Terms of Use, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We remain the sole owner of all right, title, and interest in the Site, its Content, and the Marks, and reserve all rights which may or may not be expressly granted to you in and to the Site, the Content, and the Marks.

Any Intellectual Property Rights included in the ideas, feedback or recommendations you provide to us relating to the Service or Site and anything created as a result of those ideas, feedback or recommendations (including new material, new features, new content, any improvements, additions, modifications or derivative Services), are

owned solely by us. We retain the right to use or disclose the feedback for any purpose.

You understand and acknowledge that the Service may link to third-party services, websites, networks or feeds (third-party content). Any link from the Service to third-party platforms is only for your convenience and does not imply that we endorse, approve, recommend, have responsibility, or carry liability for the third-party content and we make no warranty of any kind, express or implied, in this regard.

## **User Representations**

By using the Site, you represent and warrant that:

1. You have all necessary rights to submit your content/data for the use of our Services and grant us the licenses set forth herein;
2. Your content/data will not infringe any third party's rights, including intellectual property rights and privacy rights;
3. We will not be required to obtain licenses from any third party or pay royalties to any third party with respect to your content/data;
4. All registration information you submit will be true, accurate, current, and complete;
5. You will maintain the accuracy of such information and promptly update such registration information as necessary;
6. You have the legal capacity, and you agree to comply with these Terms of Use;
7. You are not a minor in the jurisdiction in which you reside;
8. You will not access the Site through automated or non-human means, whether through a bot, script or otherwise;
9. You will not use the Site for any illegal or unauthorized purpose;
10. Your use of the Site will not violate any applicable law or regulation; and
11. You will not upload, post or transmit any content through our Services which:
  - Contains any pornographic, defamatory, or otherwise unlawful or immoral content.
  - Exploits minors;
  - Depicts unlawful or violent acts;
  - Depicts animal cruelty or violence towards animals;
  - Promotes fraudulent schemes or gives rise to a claim of deceptive advertising or unfair competition; or
  - Violates any law, statute, or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## **User Registration**

You acknowledge and agree that in order to be able to use our services, you may be required to register with the Site and Services with a valid username and password. You agree to keep your password confidential and will be responsible for all use of your account and password. You are solely responsible for all activities that occur under your account, with or without your knowledge and to maintain accurate, complete, and up-to-date information in your account to the extent reasonably necessary.

We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

In case of any unauthorised use or breach of security of your password or username or if you believe that your account is no longer secure, then you must immediately notify us at [hello@aftershoot.com](mailto:hello@aftershoot.com) or via the Intercom customer support application.

## **Fees and Payment**

You may be required to purchase or pay a fee to access some of our Services. [All fees](#)/payment are due immediately and are non-refundable unless expressly stated otherwise. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

We reserve the right to determine the pricing for the Services. We will make reasonable efforts to keep pricing information published on the website up to date. The current pricing information is published on the website [here](#). We also reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

Aftershoot may change the fees for any feature of the Service, including additional fees or charges, and will make its best efforts to provide you advance notice of changes before they apply. We may, at our sole discretion, make promotional offers with different features and different pricing to any our existing or future customers. Unless made to you, these promotional offers will not apply to your offer or these Terms.

We bill you through an online billing account for purchases made via the Site. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorise us to charge your chosen payment provider for any such amounts upon making your purchase.

If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation. If you pay any fees with a credit card, we may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

## **Free Trial and Beta Services**

We offer a one-off 30-day free trial to new users who register with the Site. The free trial is provided only on an “as is” basis in an effort to help users determine if the Service meets their needs and preferences. These Terms apply during the free trial.

No fees for the Service are payable during the free trial period. The account will be charged according to the user’s chosen subscription at the end of the free trial.

From time to time, we may launch and offer Beta versions of the Service. If you opt to access and use Beta version(s) of the Service, these Terms will apply during the use of this period. Fees for the Beta version(s) of the Service may apply. By using the Beta version(s) you understand and acknowledge:

1. that the Beta version(s) of the Service may contain errors, bugs, features, and functionalities that are still under development;
2. we might require access to your images and other data to develop and improve the Beta version(s) of the Services and will always request your prior explicit consent before accessing, using, or processing such data for development purposes
3. reserve the right to restrict access to, delete or remove images or other data you have provided at any time, as well as offer you the option and ability to opt out.

The Beta Service is provided to you only on an “as is” basis as a way to offer early access to functionalities and features and collect feedback on Service improvements.

You understand and acknowledge that Aftershoot bears no liability to you or any other person under or in connection with these Terms or relating to the free trial or Beta Service, whether in contract, infraction including negligence), breach of statutory duty, or otherwise.

You also agree that we reserve the right, in our absolute discretion, to terminate or modify your free trial terms at any time without prior notice and without liability whatsoever.



## **Cancellation**

You can cancel your subscription at any time by logging into your account or contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term or at the time it takes us to process the request from our business perspective, whichever is later.

If you are unsatisfied with our services, please email us at [hello@aftershoot.com](mailto:hello@aftershoot.com).

## **Software**

We may include software for use in connection with our services. If such software is accompanied by an end-user license agreement (“EULA”), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our services and in accordance with these Terms of Use.

Any Software and any related documentation are provided “as is” without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risks arising out of the use or performance of any Software. You may not reproduce or redistribute any software except in accordance with the EULA or these Terms of Use.

## **Aftershoot Fair Use Policy**

At Aftershoot, our goal is to empower photographers and creative professionals to maximize productivity through AI. Our unlimited license is built for fair use, supporting typical workflows like culling and editing client photo sessions or personal projects. This policy keeps Aftershoot sustainable and enjoyable for all.

## **1. What's Fair Usage?**

Use Aftershoot on up to two devices (e.g., a desktop and laptop) owned by the same individual or business entity, giving you flexibility for your work.

Process as many images as you need, aligned with a single photographer's typical creative process.

## **2. Fair Usage Guidelines**

Aftershoot offers unlimited processing without strict limits. However, we monitor for patterns that don't fit individual professional use, such as:

- Processing from multiple locations at once.
- Using more than two active devices per account.
- Amounts of processing suggesting automation beyond personal or client needs (e.g., retouching, color correction, photo editing services).

If we spot this, we'll reach out to ensure fair use and maintain service quality.

Contact us anytime with questions!

## **3. Beyond Fair Use**

If your usage consistently exceeds typical patterns, we'll proactively suggest options like multi-user or enterprise plans tailored for higher-volume needs. This keeps Aftershoot running smoothly for everyone.

## **4. Multi-user & Outsourcing**

A single login isn't designed for multiple people or outsourced work. Each user needs their own license or businesses can contact us to explore multi-user options tailored to their team. For example, a studio with three editors should reach out to us for a custom plan rather than sharing an account.

## Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Use the Service for any unlawful purposes;
- Scan or test the vulnerability of any system or network used with the Service;
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein;
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site;
- Use any information obtained from the Site in order to harass, abuse, or harm another person;
- Make improper use of our support services or submit false reports of abuse or misconduct;
- Use the Site in a manner inconsistent with any applicable laws or regulations;
- Engage in unauthorized framing of or linking to the Site;
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site;
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- Delete the copyright or other proprietary rights notice from any Content;
- Attempt to impersonate another user or person or use the username of another user;
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1

pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”);

- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site;
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you;
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site;
- Overwhelm or attempt to overwhelm the Service’s infrastructure by imposing an unreasonably large load on the Service that consume extraordinary resources, such as by using “robots,” “spiders,” “offline readers” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time using a normal browser;
- Misrepresent yourself or disguise the origin of any data, content or other information you submit (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with us or any third party) or access the Service via another user’s account without their permission;
- Promote or advertise products or services other than your own without appropriate authorisation;
- Solicit any users of the Service for commercial purposes;
- Copy or adapt the Site’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of the standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software;
- Use a buying agent or purchasing agent to make purchases on the Site;
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise;
- Use the Site to advertise or offer to sell goods and services; and
- Sell or otherwise transfer your profile.

## User Generated Contributions

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Your Contributions are primarily accessible to you and authorized Aftershoot personnel for service provision. When you create or make available any Contributions, you retain all ownership rights while granting us the limited permissions outlined in the "Contribution License" section below.

When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

You understand and agree that we may use your contributions, data, and information related to your use of the Service to generate de-personalized aggregated statistical information for internal research and development purposes, as well as provide such anonymized data to third parties without any express intimation thereof.

## **Exclusion of Photos Processed Through Aftershoot Software**

Notwithstanding the definition of "Contributions" in this agreement, photographs, images, and related metadata that you upload, process, edit, or otherwise handle through our Aftershoot desktop software ("Processed Photos") are NOT considered "Contributions" for the purposes of these Terms of Use.

Processed Photos are subject solely to the limited license described in Section [X] below and to our Privacy Policy provisions regarding AI training. The broad license

granted to us for "Contributions" in Section 12 does not apply to your Processed Photos.

For clarity, "Contributions" refers only to content you actively post, share, or upload to our websites, forums, social media channels, or other public-facing portions of our Service, and does not include private content processed through our editing and culling software.

## **Limited License for Processed Photos**

You grant Aftershoot a limited, non-exclusive license to:

(a) Access, optionally store, and process your photographs and related data solely to provide the Services you have requested;

(b) Use your photographs and editing data to train artificial intelligence systems that power the Aftershoot application, strictly for the purpose of improving the Service's functionality for you; and

(c) Retain derivative training data (which does not include the actual photographs themselves) for a reasonable period to maintain and improve our AI models.

Under this limited license:

(i) We will never publicly display, distribute, sell, or sublicense your photographs to any third party;

(ii) We will never use your photographs in marketing materials without your explicit, separate permission;

(iii) We will never claim ownership of your photographs; and

(iv) You may opt-out of AI training through your import or ingest settings at any time without affecting your access to other Services. If you wish to have your data deleted, you can message our support team at [hello@aftershoot.com](mailto:hello@aftershoot.com)

This limited license automatically terminates when you delete your account.

## **Contribution Licence**

By posting your Contributions to any part of the Site or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts, you grant us a limited, non-exclusive license to use, store, and process your Contributions solely as needed to provide and maintain our Services. We do not claim rights to publicly showcase, sell, or sublicense your Contributions without your explicit consent. When we showcase contributors' work on our website or marketing materials, we do so only with explicit permission obtained directly from the contributor and provide proper attribution. You retain full ownership of all your Contributions and the intellectual property rights associated with them.

This licence will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You retain all moral rights in your Contributions, while granting us the limited permissions necessary to provide our Services.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions.



We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion:

- (1) to edit, redact, or otherwise change any Contributions;
- (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and
- (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## **Confidentiality**

You acknowledge that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Aftershoot and its suppliers retain all right, title, and interest (including all copyright, trade secret, patent, and other rights) in and to the Service and Content which is included in the Service (other than User Content).

You agree and acknowledge that you must:

- (1) Take all necessary measures and make efforts to keep the other party's confidential information confidential at all times;
- (2) Implement reasonable security measures to protect the other party's confidential Information from unauthorised access or use;
- (3) not Disclose the other party's Confidential Information to its employees or professional advisors unless necessary. In such an event, the employee or professional advisor disclosing confidential information must be aware and comply with the above clauses.

Subject to you providing prior written notice to us, the confidentiality obligations expressed in the present clause do not apply in the following situations:

- (1) if required by the law;
- (2) when such information is required by the parties to perform their obligations or to enforce their rights under these Terms of Use;
- (3) if the confidential information is publicly available and accessible without the direct involvement or fault of any of the parties;
- (4) lawfully gained by any of the parties without restriction for a third party without any violation of confidentiality obligations;
- (5) other lawful situations.

You agree that, except as permitted by applicable law, you are prohibited from posting any confidential, financial, sensitive, or proprietary information, or job-related content, about the Company, or any of the Company's current, former, or potential employees, partners, suppliers, vendors, licensors, or business relations on any platforms. This prohibition applies to all forms of social media including, but not limited to blogs, Facebook, Twitter, LinkedIn, YouTube, Tumblr, and Instagram. Content regarding the Company that is truthful, accurate and respectful may be posted if it is approved in advance, in writing, by the Company in each and every instance. You agree not to represent that you are in any way speaking on behalf of the Company unless you are authorized to do so in writing.

This restriction applies only to public posts or statements you make about Aftershoot.

## **Social Media**

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either:

- (1) providing your Third-Party Account login information through the Site; or
- (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You expressly represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that:

- (1) we may access and store only the specific information from your Third-Party Account that is necessary to provide our Services; and
- (2) we may exchange information with your Third-Party Account only as needed for the integration to function properly, and only to the extent you are notified when you link your account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings you have set in those accounts, certain information may be visible through your account on the Site. We respect your privacy settings on these Third-Party Accounts. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time.

**PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY**

SERVICE PROVIDERS. WE SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY THIRD PARTY FOR ANY BREACH OR VIOLATION OF SUCH AGREEMENT YOU MAY HAVE WITH THIRD PARTY SERVICE PROVIDERS.

We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. If you explicitly grant permission, we may access limited contact information associated with a Third-Party Account solely for the purpose of identifying contacts who have also registered to use the Site. We will always request your explicit permission before accessing any contact information, and you can revoke this permission at any time.

You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). Upon deactivation of a connection to a Third-Party Account, we will delete all information stored on our servers that was obtained through such Third-Party Account, with the exception of basic account identifiers needed to prevent duplicate accounts.

## **Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are provided voluntarily. While we may use such Submissions to improve our Services, we will not use them in ways that would identify you personally without your consent.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit

such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **U.S. Government Rights**

Our services are “commercial items” as defined in Federal Acquisition Regulation (“FAR”) 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense (“DOD”), our services are subject to the terms of these Terms of Use in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data).

If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms of Use in accordance with Defense Federal Acquisition Regulation (“DFARS”) 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms of Use.

## **Site Management**

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms of Use;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;

- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
- (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

Our monitoring activities are limited to public areas of the Site, such as forums, comments sections, and publicly visible profiles. We do not proactively monitor or scan private content such as your processed photos, private messages, or other personal information. Any automated systems we use for site maintenance or security are designed to respect your privacy and operate only on public content or where necessary to provide the Services you've requested.

## **Privacy Policy**

We care about data privacy and security. Please review our [Privacy Policy](#).

By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use by reference. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

You acknowledge that we may share certain necessary information with service providers who assist us in delivering the Services. These service providers are bound

by confidentiality agreements and are only permitted to use your information as required to perform their functions and for no other purposes.

If the processing of Data is governed by the General Data Protection Regulation of the European Union (GDPR), please refer to the GDPR Data Protection Rights clause (as applicable) that forms an integral part of the Privacy Policy and these Terms of Use.

## **Copyright Infringements**

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a “Notification”).

A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

## **Term and Termination**

These Terms are effective and remain in full force while using this Site and beginning with the first download, install, access, or use of the Service, unless terminated in accordance with provisions hereof.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, AT OUR SOLE DISCRETION AND WITHOUT NOTICE

OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, AT OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. Termination of this Agreement will not limit any of our rights or remedies at law or in equity in case of breach by you of any of your obligations under this Agreement and in addition to terminating or suspending your account, we reserve the right to take appropriate action, including without limitation pursuing civil, criminal, and injunctive redress.

You may pause temporarily or terminate permanently your access to the Service by logging into your Aftershoot account and following the indicated pausing or termination process. However, during such time, your obligations under these Terms of Use shall continue to apply without any limitation or reservation.

We may, with prior written notice, immediately terminate the effects of these Terms and your access and use of the Service in case you violate any provision of the Terms and the violation is either not solved within 10 days of the receipt of a notice from the first party requiring it to solve the violation or is incapable of being solved. These Terms will also terminate immediately, without any notice or otherwise upon either party becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes



subject to any form of insolvency action or external administration, or ceases to continue business for any reason.

Pausing or terminating the Terms does not affect either party's rights or obligations that accrued before that termination. After Pausing or Terminating the access and use of Service, you will not be entitled to a refund of any Fees that you have already paid, including for partial months or years of access to the Services remaining at the time of the termination of the Terms and Service, nor upgrade/downgrade, refunds, and no refunds for time periods unused with an open account.

Notwithstanding anything contained under these Terms of Use or otherwise, your obligations contained in clause 13, 22, 23, 26, and 27 shall survive the termination of these Terms and continue to be valid and remain in full effect.

Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of the Services and/or delete, edit or remove the relevant Data if we consider that you or any of your personnel have engaged in any of the prohibited activities outlined in clause 10.

## **Modifications and Interruptions**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

The changes made to this Site or Service will be effective immediately for new users of our Service. Continued use of our Service following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

## **Governing Law**

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles.

## **Dispute Resolution**

You agree to irrevocably submit all disputes related to Terms, the legal relationship established by this Agreement, or your use of Services to the jurisdiction of the Delaware courts. Aftershoot Private Limited shall also maintain the right to bring proceedings as to the substance of the matter in the courts of the country where you

reside or, if these Terms are entered into in the course of your trade or profession, the state of your principal place of business.

## **Corrections**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice. We shall at no time be deemed to have committed any misrepresentation, malfeasance, wilful misconduct, or fraud pursuant to any typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information.

## **Disclaimer**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

(1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS,  
(2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE  
WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE,

(3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,

(4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE,

(5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR

(6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **Limitations of Liability**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR

OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ANY DAMAGES/LOSS THAT YOU MIGHT INCUR, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Subject to maximum extent permissible under applicable law, in no case will the Company be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the website, third-party software and/or third-party hardware used with the website, or otherwise in connection with any provision of these Terms), even if the Company has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## **Indemnification**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damages, costs, expenses, liability, claim, or demand (including

but not limited to reasonable attorneys' fees), made by any third party due to or arising out of:

1. your Contributions;
2. your unauthorized use of our Contents and Services;
3. use of the Site;
4. breach of these Terms of Use;
5. any breach of your representations and warranties set forth in these Terms of Use;
6. your violation of the rights of a third party, including but not limited to intellectual property rights; or
7. any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **User Data**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. We may also retain and use your information in order to comply with legal obligations, resolve disputes, to enforce our agreements and to protect our and others' interests. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

We will only retain your information for the period necessary to fulfill the purposes outlined in our Privacy Policy. You may request deletion of your data by contacting

our support team. Although we implement security measures to protect your data, you are responsible for maintaining your own backups of important content.

## **Electronic Communication, Transactions and Signature**

Visiting the Site, using the Service, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **California Users and Residents**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **Miscellaneous**

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of Aftershoot. We will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Use to be unlawful, void, or unenforceable, that provision or portion thereof is deemed severable from these Terms of Use and the remainder of these Terms of Use will be valid and will continue in full force and effect.

The business relationship created hereof is strictly on principal to principal basis and you expressly acknowledge that there is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site.

You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.



## Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding the use of the Site, please contact us at:

**Aftershoot Inc,**

16192 Coastal HwyLewes, DE 19958 United States

[hello@aftershoot.com](mailto:hello@aftershoot.com)

### Have Any Questions?

Email us at [hello@aftershoot.com](mailto:hello@aftershoot.com)