

# Terms & Conditions — Moments

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## 1) Introduction

These Terms & Conditions (“Terms”) form a binding agreement between you and Moments (“Moments,” “we,” “us,” “our”). By accessing or using the Moments mobile app or related sites (the “Service”), you agree to these Terms. If you do not agree, do not use the Service. The structure and clauses in this document follow widely accepted best practices for Terms of Service for apps and websites.

## 2) Our Service

Moments lets you create or join private “events” with unique codes, capture or upload photos (subject to limits we set), view a feed of new photos, like photos, and manage your account. We may show unobtrusive advertising (e.g., banner ads). We can add, change, or remove features at any time.

### **3) Intellectual Property Rights**

The Service, including software, UI, text, graphics, logos, and other materials we provide (collectively, “Moments Content”) is owned by or licensed to Moments and is protected by intellectual-property laws. Except as expressly permitted, you may not copy, modify, distribute, sell, or lease any part of the Service or Moments Content.

### **4) User Representations**

By using the Service, you represent that:

- You have the legal capacity to enter into these Terms and are at least the minimum age required in your region (typically 13+).
- You will provide accurate account information and keep it updated.
- You will maintain the security of your login credentials and promptly notify us of any unauthorized use.
- Your use complies with applicable laws and these Terms.

### **5) Prohibited Activities**

You agree not to:

- Upload or share content that is illegal, infringing, harmful, harassing, hateful, defamatory, obscene, sexually explicit, or that exploits minors.
- Bully, threaten, impersonate, or dox others; or share private or confidential information without consent.
- Circumvent access controls; probe, scan, or test vulnerabilities; or interfere with Service operations.
- Use automated means (bots/scrapers) without our permission.
- Reverse engineer, decompile, or derive source code except where permitted by law.
- Create multiple accounts to evade enforcement or exceed usage limits; or attempt to re-post content we removed.
- Post spam, scams, or deceptive promotions.

(For iOS distribution, platforms expect apps with UGC to prohibit objectionable content and provide reporting, blocking, and moderation tools—your Terms help enforce that.

### **6) User-Generated Contributions**

You and other users may post photos, captions, usernames, and similar content (“Contributions”). You are solely responsible for your Contributions and you represent that you own them or have all rights necessary to share them through Moments. We may, but are not obligated to, review or remove Contributions at our discretion.

## 7) Contribution License

You retain your ownership rights in your Contributions. You grant Moments a worldwide, non-exclusive, royalty-free, transferable license to host, store, reproduce, adapt, publish, display, and distribute your Contributions solely to operate, improve, and promote the Service (including enabling features like event feeds, likes, content moderation, backups, and technical delivery). You also grant other event participants a license to view and interact with Contributions within the event context. You can delete your Contributions at any time; however, residual copies may persist in backups for a limited period.

If you believe content infringes your rights, contact us (see “Contact”) and we will review and act where appropriate, including removal. (In Canada, copyright enforcement online commonly uses a “notice-and-notice” framework; we will maintain a takedown process appropriate for our role as a platform host.

## 8) Services Management

We can monitor the Service for violations; take legal action; refuse, restrict, or disable access to any Contribution; remove or disable files and content; and otherwise manage the Service to protect our rights and facilitate proper functioning. (App platforms expect reasonable moderation and reporting mechanisms for UGC.)

## 9) Term and Termination

These Terms apply while you use the Service. You may stop using the Service at any time and may request account deletion (see in-app account settings or contact us). We may suspend or terminate your account or access to the Service at any time, with or without notice, for any violation of these Terms or if required by law. Upon termination, your license to use the Service ends, but the provisions that by their nature should survive (e.g., IP, disclaimers, limitations of liability, dispute resolution) will survive.

## 10) Modifications and Interruptions

We may change, suspend, or discontinue any part of the Service without notice. We are not liable for downtime, delays, or data loss caused by maintenance, network or provider outages, or events beyond our control.

## 11) Dispute Resolution

**Informal resolution first.** Before filing a claim, you agree to try to resolve the dispute by emailing us at the address below; we’ll try to resolve within 30 days.

**Governing law & forum.** These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. You and Moments agree to the exclusive jurisdiction of the courts located in Ontario, Canada (subject to any non-waivable consumer-

protection venue rights).

**Injunctive relief.** Either party may seek equitable relief (e.g., to stop unauthorized use or IP infringement) without first engaging in informal resolution.

## **12) Corrections**

Information on the Service may contain typographical errors, inaccuracies, or omissions. We reserve the right to correct or update such information at any time.

## **13) Disclaimer**

THE SERVICE AND ALL CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. (Clear warranty disclaimers are standard and recommended in T&C templates.)

## **14) Limitations of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOMENTS AND ITS AFFILIATES, OFFICERS, EMPLOYEES, PARTNERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS TO OR USE OF (OR INABILITY TO USE) THE SERVICE. OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) CAD \$100 OR (B) THE AMOUNT YOU PAID US, IF ANY, FOR THE SERVICE DURING THE 12 MONTHS BEFORE THE CLAIM AROSE. (Capped liability clauses are common and should be tailored with counsel.)

## **15) Indemnification**

You agree to defend, indemnify, and hold harmless Moments from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way related to: (a) your Contributions; (b) your violation of these Terms; or (c) your violation of any law or third-party right.

## **16) User Data**

We may maintain certain data that you transmit to the Service for the purpose of managing performance and features (e.g., event membership, photos, likes, logs). You are responsible for backing up your data. Our handling of personal information is described in our Privacy Policy

and is intended to comply with applicable privacy frameworks such as Canada's PIPEDA for private-sector commercial activities

## 17) Electronic Communications, Transactions & Signatures

By using the Service, you consent to receive communications from us electronically (e.g., in-app notices, emails) and to transact electronically. Under Ontario's Electronic Commerce Act, legal requirements for "signatures" may be satisfied by electronic signatures, though specific categories of documents are excluded by law. Your consent to electronic records and signatures applies to all interactions with us unless you withdraw consent as permitted by law.

## 18) Miscellaneous

- **Entire Agreement.** These Terms and any policies referenced (e.g., Privacy Policy) constitute the entire agreement between you and Moments.
- **Severability.** If any provision is unenforceable, the rest remain in effect.
- **Assignment.** You may not assign these Terms without our consent. We may assign them as part of a merger, acquisition, or sale of assets.
- **No Waiver.** Our failure to enforce a provision is not a waiver.
- **Headings.** Headings are for convenience only.

## 19) Contact

Questions or complaints?

**Moments**

Email: [ramiljiwani@gmail.com](mailto:ramiljiwani@gmail.com)