



Take your online and in-store
experience to the next level.

Terms and conditions

Last updated: September 13, 2022; effective from 13 September 2022.

Welcome to our Terms and Conditions of Use (“Terms and Conditions”). The Terms and Conditions below are important because:

- They list his rights to DejavuStore.
- They indicate what rights you grant us when using DejavuStore.
- They describe the rules that everyone must follow when using DejavuStore.

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Introduction

Thank you for choosing DejavuStore (“DejavuStore”, “we”, “our”). By subscribing to or otherwise using any of these DejavuStore services, including all related functions and features, websites and interfaces, as well as any content and software applications associated with our services (collectively, the “DejavuStore Service” or the “Service”), or by accessing any content made available through the Service (the “Content”), you (the “user”) enter into a binding contract with the DejavuStore contractual party indicated in the Contact Section of the Terms and Conditions.

The agreement between DejavuStore and you includes these Terms and Conditions and any additional Agreements you have accepted (the “Agreements”). You acknowledge having read, understood and accepted the Agreements and agree to be bound by them. If the user does not accept (or does not comply with) the Agreements, he will not be able to use the DejavuStore Service or access its Contents.

To use the DejavuStore Service and access the Contents, you must have the ability to enter into a binding contract with DejavuStore and be unrestricted in this respect under any applicable law and reside in a country where the Service is available.

You further warrant that all registration information you provide to DejavuStore is true, accurate, and complete, and you agree to keep it that way at all times.

Changes

DejavuStore may occasionally make changes to the Agreements for justified reasons, such as improving existing functions or features or adding new functions or features to the Service, implementing scientific and technological advances, making reasonable technical adjustments to the Service and ensuring its operability or security, or for legal or regulatory reasons. In the event of changes to the Agreements, DejavuStore will inform the user as appropriate according to the circumstances, for example, by showing notices in a visible position or asking for the user’s consent within the Service or by sending an e-mail. In such cases, DejavuStore will inform the user in advance, and the user’s continued use of the Service after the changes have been made will constitute acceptance of the same. The user is requested to read any communications of this type carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your account by contacting us.

Using DejavuStore

Here is some information on ways you can use DejavuStore.



Some options are provided to you free of charge. Currently, the DejavuStore Services that do not require any payment are indicated with the term "Free". Other options or features require you to make a payment before you can access them ("Paid Subscriptions"). DejavuStore may also offer you special promotional plans, subscriptions, or services, including offers for third-party products and services in connection with or through the DejavuStore Service. We are not responsible for the products and services provided by such third parties. We reserve the right to amend, discontinue or otherwise modify our subscriptions and promotional offers, at any time, subject to these Terms and Conditions.

Unlimited Services may not be available to all users. DejavuStore will specify to each user which services they can use when subscribing to them. In case of cancellation of the subscription to the Unlimited Services or if the subscription is interrupted (for example, due to a change in the user's payment details), the user may no longer be able to re-subscribe to the Unlimited Service in question. Unlimited Services may be discontinued, so you will no longer be charged for the Service.

For users who have purchased or received a code or offer provided or sold by or on behalf of DejavuStore to access a Paid Subscription ("Code"), specific terms and conditions may be presented to you along with the Code, and you will find also apply in connection with your access to the Service. You agree to abide by these terms and conditions. The user may also purchase the Paid Subscription separately or through third parties. In such cases, third parties' specific terms and conditions may be applied in addition to the Agreements to access the Service.

From time to time, DejavuStore or other companies acting on our behalf may offer trial periods of Paid Subscriptions for a specified amount of time at no charge or at a reduced rate ("Trial Period"). DejavuStore reserves the right to evaluate the user's suitability to benefit from the Trial Period and to cancel or modify a Trial Period at any time without notice and without this implying any liability of DejavuStore in compliance with the applicable law.

For some Trial Periods, DejavuStore will ask the user to provide his payment information before starting it. By providing such data, the user agrees that DejavuStore can automatically charge him the cost of the Paid Subscription starting from the first day following the end of the Trial Period, with a monthly charge or at a different interval that will be communicated to him in advance.

IF YOU WISH TO AVOID SUCH A CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION BEFORE THE END OF THE TRIAL PERIOD BY CONTACTING US IF YOU HAVE ENROLLED FOR THE TRIAL THROUGH DEJAVUSTORE; IF YOU OBTAINED YOUR TRIAL THROUGH A THIRD PARTY, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH SUCH THIRD PARTY.

Payments, cancellations and second thoughts

The user can purchase Paid Subscriptions directly from DejavuStore or through third parties in the following ways: (1) payment of an advance subscription fee monthly or another interval that will be communicated to him before the purchase; or (2) prepayment to access the DejavuStore Service for a specific period ("Prepaid Period"). DejavuStore may change, from time to time, the prices of the Paid Subscription, including the periodic subscription fees, the Prepaid Period (for the periods



not yet paid), or the Codes, upon prior notice to the user of any price change and, if applicable, how to accept the change. The price change will be effective from the subscription period following the price change date. Subject to applicable law, the user accepts the new price by continuing to use the DejavuStore Service after the price change is made effective. If you do not wish to accept the price change, you have the right to refuse the change by unsubscribing from the Paid Subscription before the price change becomes effective. When the user registers for a Paid Subscription, he can change his mind for any reason or even without a specific reason and receive a full refund of the amount paid within fourteen (14) days starting from the day on which he activated the relative service ("Cooling Period") subject to the following:

- If you register for a Trial Period, you acknowledge and agree that the Cooling Off Period for the Paid Subscription in respect of which you are enjoying the Trial Period will end fourteen (14) days after the Term begins the test. If the user does not withdraw from the Paid Subscription before the Trial Period ends, he loses the right of withdrawal. He authorises DejavuStore to automatically charge him the agreed price for each month until he cancels the Paid Subscription.
- If the user has purchased the Paid Subscription without a Trial Period, he authorises DejavuStore to charge him each month until he cancels the subscription automatically. The user acknowledges and accepts that the Cooling Off Period is available for fourteen (14) days following the purchase of the Paid Subscription but ceases if you use the DejavuStore Service during this period.

Unless the user has purchased the Paid Subscription as a Prepaid Period, the payment made to DejavuStore (or to a third party through whom the user has purchased the Paid Subscription) will be automatically renewed at the end of the prepaid period applicable subscription unless you cancel the Paid Subscription before the end date of your current subscription (but without the need to provide any notice) by contacting us if you purchased the Paid Subscription through DejavuStore; or if you purchased your Paid Subscription through a third party, by cancelling your Paid Subscription through a such third party. The cancellation will take effect from the day following the last day of the current subscription period, and the user will be returned to the level of the free Service, it is understood that until the cancellation becomes effective, the user can continue to enjoy his Subscription to Payment fully. If you purchased your Paid Subscription through DejavuStore and reversed your payment, terminated your Paid Subscription, and/or terminated any Agreement (1) after the Cooling Off Period (if applicable), or (2) before the end of the current subscription period, DejavuStore will not refund the user the subscription fees already paid. If the user wishes to receive a full refund of the amount paid to DejavuStore before the end of the Cooling Off Period, he must contact Customer Assistance. If we issue refunds, we will use the same payment method that you used to make the payment. If you purchased a Paid Subscription using a Code, your subscription would automatically terminate at the end of the period indicated on the Code or if there is an insufficient prepaid balance to cover the cost of the Service. If you purchased a Paid Subscription through a third party, you must cancel directly with that third party. In case the user encounters problems with the payments to the service, a "grace" period of seven (7) days will be evaluated so the user can continue to use the service.

Using Our Service

The DejavuStore Service and the Contents are owned by DejavuStore or its licensors. DejavuStore grants you a limited, non-exclusive, revocable license to use the DejavuStore Service and a limited, non-exclusive, revocable license to make



personal, non-commercial use of the Contents (collectively, "Access"). Access will remain in effect until and unless terminated by you or by DejavuStore. The user guarantees and agrees to use the DejavuStore Service and the Contents only for his personal and non-commercial use and not to redistribute or transfer the DejavuStore Service or the Contents to others.

All registered trademarks, de facto trademarks, distinctive signs, company names and names, companies and signs, logos, domain names and any other characterisation inherent to the DejavuStore brand ("Characterizations of the DejavuStore Brand") are the exclusive property of DejavuStore or its licensors. The Agreements do not grant you the right to use any DejavuStore Brand Features for commercial or non-commercial uses.

You agree not to use the DejavuStore Service, Content or any portion thereof in any manner not expressly permitted by the Agreements. Except for the rights expressly granted to you under the Agreements, DejavuStore does not grant you any other right, title or interest in the DejavuStore Service or the Contents.

Third-Party Applications and Devices

The DejavuStore Service incorporates, or otherwise may interact, with third-party applications, websites and services ("Third Party Applications"), and with third-party Devices, to make the DejavuStore Service available to users. Third Party Applications and Third Party Devices may have their terms and conditions of use and privacy policies. Your use of Third Party Applications and Third Party Devices will be governed by and subject to the terms and conditions of use and privacy policies of such third parties. You understand and agree that DejavuStore does not endorse and is not responsible for the operation, characteristics or content of Third Party Applications or Third Party Devices and any business transactions you enter into with the provider of such Third Party Applications or Devices of third parties. Furthermore, you understand and agree that DejavuStore does not guarantee the current or future compatibility of Third Party Applications or Third Party Devices with the Service.

User-Generated Content

DejavuStore users may post, upload or otherwise contribute content to the Service (which may include, for example, images, text, messages, information and/or other types of content) ("User Content"). Concerning User Content posted on DejavuStore, you warrant (1) that you have an ownership or otherwise have the right to post such User Content, and (2) that such User Content, and its use by of DejavuStore as provided in the Agreements, does not violate the Agreements, applicable law, or intellectual property rights, publicity, personality or other rights of third parties.

DejavuStore may, without having an obligation to do so, monitor, review or edit User Content. In any case, DejavuStore reserves the right to remove or block access to any User Content for any reason or even for no reason, including User Content which, according to DejavuStore's exclusive and discretionary assessment, should be considered in violation of the Agreements. DejavuStore may implement these measures without prior notice to the user or third parties. The removal or



blocking of access to User Content is at the sole discretion of DejavuStore. Therefore, we do not guarantee the removal or disabling of access to specific User Content.

You are solely responsible for any User Content you post. DejavuStore is not responsible for the User Content, nor does it share any of the opinions contained in the User Content. YOU AGREE THAT IN THE EVENT OF ANY DISPUTE AGAINST DejavuStore CONCERNING ANY USER CONTENT POSTED BY YOU, SUBJECT TO APPLICABLE LOCAL LAW, YOU WILL INDEMNIFY AND HOLD INDEMNIFY DejavuStore FROM AND IN RESPECT OF ALL DAMAGES, LOSSES AND EXPENSES ANY KIND (INCLUDING REASONABLE FEES AND ATTORNEY'S FEES) ARISING OUT OF SUCH DISPUTE.

Rights granted by users to DejavuStore

In consideration of the rights granted to you under the Agreements, you grant DejavuStore the right to (1) permit the DejavuStore Service to utilise your Device's processor, bandwidth, and storage hardware to facilitate the operation of the Service, (2) advertise and provide you with other information, and (3) allow our business partners to do the same. In any part of the DejavuStore Service, the Content accessed by the user, including its selection and placement, may be influenced by commercial considerations, including any DejavuStore agreements with third parties. Certain Content licensed from, provided to, created by, or otherwise made available by DejavuStore may contain advertisements as part of the Content. The DejavuStore Service offers its users the aforementioned content without making any modifications. If you provide DejavuStore with feedback, ideas or suggestions about the DejavuStore Service or Content ("Feedback"), you acknowledge that such Feedback is not confidential and authorise DejavuStore to use it without limitation and charge. Feedback is considered a type of User Content.

You grant DejavuStore a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the term of the Agreements plus twenty (20) years), irrevocable, fully paid, throughout the world, to use, reproduce, communicate to the public (including performing, performing and acting in public), publish, translate, transcribe, modify and process, create derivative works from, distribute, rent and loan any Content of the User provided in connection with the Service by any means, whether alone or in combination with other Content or materials, in any way and by any means, method or technology, both existing and future. Other than the rights specifically granted herein, you retain ownership of all rights in the User Content, including intellectual property rights. Where applicable and permitted by applicable law, you also agree to waive and not exercise any "moral rights" or equivalent rights, such as the right to be identified as the author of any User Content, including Feedback, and the right to object to any denigrating treatment of such User Content.

Limitations and Variations to the Service

DejavuStore will make reasonable efforts to keep the DejavuStore Service operational. However, certain technical difficulties, maintenance or testing needs, or updates necessary to implement changes in applicable laws or regulatory requirements,



may, from time to time, result in temporary disruptions. DejavuStore reserves the right, periodically and at any time, to modify or interrupt, temporarily or permanently, the functions or characteristics of the Service, informing users in advance where possible and appropriate according to the circumstances, for example, by showing communications in a visible position or by sending an e-mail, for justified reasons such as actual interruptions, modifications or suspensions of the DejavuStore Service or any related function or feature, need for repairs, maintenance or improvements to existing functions or features, to add new functions or features to the Service, to implement advancements in the scientific and technological field, to ensure the operability or security of the Service, as well as for legal or regulatory reasons.

Notwithstanding the foregoing, if you have made prepayments to DejavuStore for Paid Subscriptions that DejavuStore permanently discontinues before the end of the Prepaid Term (as defined in the Payments, Cancellations and Afterthoughts section), DejavuStore will refund you the amount paid for the Prepaid Period following a such interruption. You understand and agree that DejavuStore will make reasonable efforts. However, it has no obligation to do so, to maintain, support, upgrade or update the Service, or provide all or specific content through the Service. DejavuStore and/or the Content owners may, from time to time, remove any such Content without notice. The provisions of this section will apply to the extent permitted by applicable law.

Customer service

To obtain assistance with your account and payment queries (“Customer Support Inquiries”), please activate a ticket with our Customer Service department via the contact form section of our website. DejavuStore will use reasonable efforts to respond to all Customer Service Inquiries within a reasonable time frame but does not warrant that Customer Service Inquiries will be answered within a particular time frame and/or that you will be able to respond to them.

Duration and end of terms

The Agreements will remain in effect until terminated by you or DejavuStore. However, you understand and agree that the perpetual license granted by you to User Content (including Feedback) is irrevocable and will continue after the Agreements have expired or ceased to be effective for any reason. DejavuStore may terminate the Agreements or suspend your access to the DejavuStore Service at any time in cases where there is an actual or suspected unauthorised use by the user of the DejavuStore Service and/or Content or there is a failure to comply with the Agreements and may withdraw from the provision of the Services and/or Contents (in this case upon giving reasonable notice to the user). If you or DejavuStore terminate the Agreements, or if DejavuStore suspends your access to the DejavuStore Service, you agree that DejavuStore will have no liability to you and that, to the fullest extent permitted by applicable law, DejavuStore will refund the user any amounts already paid. The user can withdraw from the Agreements at any time. The user can contact us using the Customer Service contact form to obtain information on how to withdraw from the DejavuStore account. The provisions of this section will apply to the extent permitted by applicable law.



Declaration and Warranties

YOU UNDERSTAND AND AGREE THAT THE DEJAVUSTORE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND. DEJAVUSTORE AND ALL CONTENT OWNERS MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS AS TO SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER DEJAVUSTORE NOR THE CONTENT OWNERS WARRANT THAT THE DEJAVUSTORE SERVICE WILL BE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. FURTHER, DEJAVUSTORE MAKES NO REPRESENTATIONS AND DOES NOT WARRANT, REPRESENT, GUARANTEE, OR ASSUME ANY RESPONSIBILITY FOR THIRD-PARTY APPLICATIONS (OR THEIR CONTENT), USER CONTENT, DEVICES, OR OTHER PRODUCTS OR SERVICES ADVERTISED, PROMOTED, OR OFFERED BY THIRD PARTIES ON OR THROUGH THE DEJAVUSTORE SERVICE OR A LINKED SITE THROUGH A HYPERLINK OR PRESENTED IN A BANNER OR THROUGH OTHER ADVERTISING. DEJAVUSTORE IS NOT RESPONSIBLE FOR ANY COMMERCIAL TRANSACTION CONCLUDED BETWEEN THE USER AND THE THIRD-PARTY SUPPLIERS OF THE ABOVE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM DEJAVUSTORE SHALL CREATE ANY WARRANTY OF ANY KIND BY DEJAVUSTORE. WHILE USING THE DEJAVUSTORE SERVICE, YOU MAY HAVE ACCESS TO FILTERS AGAINST EXPRESS CONTENT, HOWEVER, IF YOU USE THESE FEATURES, IT MAY STILL HAVE SOME EXPRESS CONTENT PROVIDED TO YOU, AND YOU SHOULD NOT RELY UPON SUCH FEATURES HOW TO FILTER AGAINST ANY EXPRESS CONTENT. WITHOUT LIMITING THE FOREGOING, NOTHING IN THIS SECTION SHALL HAVE THE EFFECT OF LIMITING DEJAVUSTORE'S LIABILITY IN THE EVENT OF TOTAL OR PARTIAL BREACH, OR IMPROPER PERFORMANCE, OF ITS ESSENTIAL OBLIGATIONS IN CONNECTION WITH THE PROVISION OF THE SERVICE UNDER THE AGREEMENTS. THE PROVISIONS IN THIS SECTION SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE PROVISIONS IN THIS SECTION DO NOT AFFECT YOUR MANDATORY RIGHTS AS A CONSUMER UNDER THE LAW.

Limitations

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE DEJAVUSTORE SERVICE IS TO UNINSTALL THE DEJAVUSTORE SOFTWARE AND DISCONTINUE USING THE DEJAVUSTORE SERVICE. NOTHING IN THIS SECTION SHALL HAVE THE EFFECT OF LIMITING DEJAVUSTORE'S LIABILITY FOR ANY BREACH, PARTIAL BREACH, OR IMPROPER PERFORMANCE OF THE OBLIGATIONS OF THE AGREEMENTS WHICH ARE ESSENTIAL FOR THE PROVISION OF THE SERVICE AND ON WHICH YOU RELIED WHEN YOU SUBSCRIBE TO DEJAVUSTORE. YOU AGREE THAT DEJAVUSTORE HAS NO OBLIGATION OR LIABILITY ARISING OUT OF OR RELATING TO ANY THIRD-PARTY APPLICATIONS OR ANY RELATED CONTENT MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE DEJAVUSTORE SERVICE. ACCORDING THAT THE RELATIONSHIP BETWEEN YOU AND THE DEJAVUSTORE APPLICATIONS, THIRD-PARTIES MAY BE GOVERNED BY SEPARATE AGREEMENTS DIRECTLY WITH SUCH THIRD PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY AGAINST DEJAVUSTORE FOR ANY PROBLEMS OR DISSATISFACTION WITH ANY THIRD PARTY APPLICATIONS OR THEIR CONTENT, IS TO UNINSTALL AND/OR STOP USING SUCH THIRD PARTY APPLICATIONS.



IN NO EVENT WILL DEJAVUSTORE, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, BRANCHES, AFFILIATES, SUCCESSORS, ASSESSORS, SUPPLIERS OR LICENSORS BE LIABLE FOR:

ANY LOSS OR DAMAGES (INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY) WHICH IS NOT FORESEEABLE. THE LOSS OR THE DAMAGE IS FORESEEABLE IF IT IS OBVIOUS THAT IT WILL OCCUR OR IF AT THE TIME THE CONTRACT HAS BEEN CONCLUDED, BOTH PARTIES HAD AWARENESS

THAT COULD HAVE HAPPENED;

ANY:

LOSS OF USE;

DATA LOSS;

LOSS OF BUSINESS;

LOST INCOME;

OR DAMAGE TO YOUR DEVICES, TO THE EXTENT THAT YOU COULD HAVE AVOIDED SUCH DAMAGE BY FOLLOWING OUR ADVICE TO UPDATE THE SERVICES OR CONTENT, OR IF SUCH DAMAGE WAS CAUSED BY YOUR FAILURE TO CARRY OUT THE INSTRUCTIONS FOR THE INSTALLATION, OR IF THE USER HAS NOT EQUIPPED WITH THE MINIMUM SYSTEM STANDARDS INDICATED BY DEJAVUSTORE,

IN ALL CASES WHERE THE DAMAGES RESULT FROM THE MISUSE OR INABILITY TO USE THE DEJAVUSTORE SERVICE, THE DEVICES, THE THIRD PARTY APPLICATIONS OR THE CONTENT OF THE THIRD PARTY APPLICATIONS, REGARDLESS OF ANY RULE OF PRINCIPLE AND WHETHER DejavuStore IS WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT OTHER REMEDIES FAIL THE ESSENTIAL PROFIT OF YOU; OR FAILURE OR IMPROPER FULFILLMENT OR DELAY IN FULFILLMENT OF THE OBLIGATIONS SET FORTH IN THE AGREEMENTS WHICH ARE CAUSED BY CAUSES OF FORCE MAJEURE OR FORCE FORCE OR ANY CAUSE WHICH IS NOT REASONABLY FORESEEABLE OR WHICH IS BEYOND THE REASONABLE CONTROL OF DEJAVUSTORE.

Nothing in the Agreements is to avoid or limit the liability of DejavuStore in the event of fraud, fraudulent misrepresentation, death or personal injury caused by negligence and gross negligence.

THE PROVISIONS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. YOU MAY HAVE RIGHTS UNDER YOUR COUNTRY'S MANDATORY LAWS THAT PROVIDE FOR ADDITIONAL REMEDIES BEYOND THOSE SET FORTH ABOVE.

Third-Party Rights

You understand and agree that the Content owners and certain distributors are intended to be beneficiaries of the Agreements and therefore have the right to enforce the Agreements directly against you. Apart from what is established in this section, the Agreements do not attribute rights to any subject other than the user and DejavuStore, and in no case, therefore, from the Agreements may right derive from third parties. Furthermore, the rights to withdraw, terminate or accept



any modification, renounce or accept settlements out of the court of the Agreements are not subject to the consent of any third party. By downloading the app from the Apple, Inc. ("Apple") App Store or using the app on an iOS device, you acknowledge that you have read, understood and agreed to the following Apple notice. This Agreement is signed between you and DejavuStore only and not with Apple. Therefore, Apple is not responsible for the Service and its contents. Apple has no obligation to provide maintenance and support services in connection with the Service. If the Service malfunctions, or if you fail to meet any applicable warranties, you may notify Apple and Apple will refund any app purchase costs to you; furthermore, to the fullest extent permitted by applicable law, Apple has no other warranty obligation of any kind concerning the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims, (2) disputes that the Service does not comply with applicable statutory or regulatory requirements; and (3) claims made under consumer protection laws or similar laws. Apple is not responsible for the investigation, defence, settlement of, and settlement of any third-party claim that the Service and/or your possession and use of the App user infringe the intellectual property rights of such third parties. While using the Service, you agree to abide by any terms and conditions set forth by third parties. Apple and its affiliates are third-party beneficiaries to this Agreement. Upon your acceptance of this Agreement, Apple will have the right (and such right will be deemed to have been accepted) to enforce this Agreement against you as a third-party beneficiary of the Agreement. You represent and warrant that (1) you are not located in a country subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, and (2) you are not listed on any list of subjects banned or restricted by the US government.

Severability, Waiver and Interpretation

Except as otherwise provided in the Agreements, if any provision of the Agreements is held to be void or unenforceable for any reason or to any extent that will not in any way interfere with or render the remaining provisions of the Agreements void or unenforceable, and the enforcement of such clause will be enforceable within limits established by law. Any lack of action by DejavuStore or third-party beneficiaries of the Agreements in the event of violations of the relative clauses will not imply any waiver of the relative rights of DejavuStore or the third-party beneficiaries.

As indicated in these Terms and Conditions, the word "including" or "including", and variations thereof shall be deemed to be followed by the words "without Limitation".

End

DejavuStore may assign the Agreements and any of the rights under the Agreements, in whole or in part, and may also delegate the performance of any obligations under the Agreements. You may not assign the Agreements, in whole or in part, or transfer or sublicense your rights under the Agreements to any third party.



Contacts

If you have questions about the Service or the Agreements, you can contact Customer Service by visiting our website.

ITER IDEA SRL

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