

# **Terms and Conditions**

Herein we provide all information about who we, at so.fa.dog are and how the services are provided



### 1. WHO WE ARE

Here we provide information regards to who we, so.fa.dog are.

- 1.1 We are a legal person, established pursuant to the laws of Estonia: so.fa.dog OÜ (hereinafter: so.fa.dog), registry code 14907465, address: Kastiku tee 9, Tallinn 11912, Estonia.
- 1.2 These Terms and Conditions reflect how so.fa.dog works, and sets forth the applicable laws and our founding principles. Thus, these Terms and Conditions define our relationship with our customers and understanding these Terms and Conditions is important because, to use our services, you accept these terms. If you are unwilling to accept the Terms and Conditions, you should not use so.fa.dog services.
- 1.3 You may always contact us to enquire about these Terms and Conditions or for any assistance at hi@so.fa.dog.



### 2. WHAT WE DO

Here we describe what you can expect by using so.fa.dog.

- 2.1 So.fa.dog provides condensed video news in an easy to navigate format. We collect, analyze and rationalize news stories around the world and publish abstracts, short summaries as our journalistic activities. Our aim is to enable everyone to consume any news clip in just seconds by only showing the essential information.
- 2.2 So.fa.dog is creating its service for its customers, not for advertisers. Our aim is to bring all relevant news to our customers in an affordable, accessible, easy to follow mode, without the distraction of advertisements.
- 2.3 The views expressed in news stories don't reflect our views as our aim is to make accessible different news stories and noteworthy information.



### 3. USE OF THE SERVICES

# Here you find the what are the options to use so.fa.dog services.

- 3.1 Free use
- 3.2 So.fa.dog may enable use of its Services without requiring you to start a subscription nor free trials. For example so.fa.dog may make available its content on other platforms, such as TikTok, Instagram, YouTube.
- 3.3 Subscription
- 3.4 If you start so.fa.dog subscription, Your subscription will continue until terminated. Unless you cancel your subscription before your billing date, you authorize us or a relevant third party to charge the subscription fee for the next billing cycle.
- 3.5 To use the service you must have internet access and a supported device, and you shall provide payment information as the payments are only processed through third party (Google Play, App Store). If you choose to start subscription via the services, you authorize so.fa.dog to provide your payment information to third

party service providers and agree to the following:

- (1) to pay the applicable fees and any taxes;
- (2) that we may charge your credit card or third party payment processing account, including, but not limited to, your account with the app store (like the Apple App Store, Google Play) where the so.fa.dog services are made available, for verification, pre-authorization and payment purposes; and
- (3) to bear any additional charges that such third party payment processors may levy on you as well as any taxes or fees that may apply to your subscription.

You'll receive a confirmation about your subscription and payment in the relevant app store's standard format.

All payments made are non-refundable and non-transferable except as expressly provided in these Terms and Conditions or in the terms of the app store.

3.6 So.fa.dog may offer a selection of subscription plans which conditions will be disclosed at your sign-up or in other communications made available to you and the fees set forth in plan description are exclusive of any taxes and levies unless specifically stated otherwise. You can always find details regards your subscription within the service itself (e.g. so.fa.dog mobile application).

### 3.7 Free Trials

- 3.8 Your subscription may start with a free trial. The duration of the free trial period will be specified during sign-up and is intended to allow new users to try the service. We reserve the right to revoke the free trial.
- 3.9 We will charge the subscription fee for the next billing cycle via an in-app third party payment provider at the end of the free trial period unless you cancel your subscription prior to the end of the free trial period.



Here is the information about subscription fees, billing and cancellation.

### 4. BILLING AND CANCELLATION

- 4.1 Amounts payable and charged. All amounts are payable and charged for monthly subscriptions, at the beginning of the subscription and, because each such subscription renews automatically for an additional period equal in length to the expiring subscription term until you cancel it, at the time of each renewal until you cancel, using the platform you downloaded the application to use so.fa.dog services (like the Apple App Store, Google Play). Payments are non-refundable and we do not provide refunds or credits for any partial periods or unwatched content. In case the payment is not received by so.fa.dog, the services may be temporarily suspended.
- 4.2 **Cancellation.** You can cancel your subscription at any time, and you will continue to have access to the service through the end of your subscription period. If you choose to cancel your subscription, you must do so before it renews to avoid the billing of the fees for the next subscription period. You can cancel the renewal of your subscription at any time with the app store (like the Apple App Store, Google Play). You will not receive a refund for the fees you already paid for your current subscription period (as the services are digital) and you will continue to receive the services ordered until the end of your current Subscription period.
- 4.3 Changes to the subscription fees. We may change our subscription fees from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.



Intellectual property we use or create.

### 5. INTELLECTUAL PROPERTY

- 5.1 So.fa.dog gives access to abstracts, short snippets and extracts of news stories around the world that we may edit, alter and modify. As we create journalistic information to be published in our media outlet, we may use content authored by other persons and organizations. We do this by mentioning the name of the author of the work, if it appears thereon, the name of the work and the source publication (by means of either in text form on the video clip or as a pop-up accessible through a button on the video clip) and by either:
  - (1) making summaries of and quotations from a work which has already been lawfully made available to the public, provided that its extent does not exceed that justified by the purpose and the idea of the work as a whole which is being summarised or quoted is conveyed correctly;
  - (2) for the purpose of reporting current events, reproducing in the press and communicating to the public of works seen or heard in the course of an event,

- to the extent justified by the purpose, in the form and to the extent required by the purpose of reporting current events;
- (3) using lawfully published works in a caricature, parody or pastiche to the extent justified by such purpose.
- 5.2 Our news stories may include content that belongs to other people or organizations for example, a few seconds of a YouTube video. You may not use this content without that person or organization's permission, or as otherwise allowed by law or by us.
- 5.3 We retain any intellectual property rights that we have in our content. Nothing in these Terms and Conditions grants You any right to use any of our trademark, logo or other association for any purpose. However, use by customary sharing, as a posting is encouraged.
- 5.4 If you think someone has or we have infringed your intellectual property rights, you can send us notice of the infringement and we'll take appropriate action.



Here is information of how and when liabilities and responsibilities arise.

## 6. LIABILITY, WARRANTY, DISCLAIMERS

- 6.1 We provide so.fa.dog using reasonable skill and care. If we don't meet the quality level expected or the content disturbs you, you agree to tell us and we'll work with you to try to resolve the issue.
- 6.2 We do not make any commitment about our services (including the content, functioning of applications or availability thereof, or ability to meet your needs) except as provided under applicable laws.
- 6.3 We won't be responsible for any losses, unless they're caused by our breach of these Terms and Conditions or as mandated by applicable laws (e.g. gross negligence, wilful misconduct).



Here is info regards to what laws apply, how disputes are solved, if they arise.

### 7. APPLICABLE LAWS, DISPUTES

- 7.1 Your rights regards your personal data, including use of your personal data within the services are set forth in the Privacy Policy.
- 7.2 You must also comply with all applicable third-party terms of service when using the services (such as providers of payment services (app store (like the Apple App Store, Google Play)) and internet access services.
- 7.3 The laws of Estonia are applied to these Terms and Conditions. In certain cases you may be able to apply the laws of the country of your residence.
- 7.4 The courts of Estonia are competent to solve any disputes arising out of the Terms and Conditions. However, if the applicant is a natural person in the EEA, applicant's local courts may be competent and disputes may be solved using the European Commission's <a href="Online Dispute Resolution">Online Dispute Resolution</a> platform, which we accept if required by law.



### 8. CHANGES TO THE TERMS AND CONDITIONS

8.1 We may change these Terms and Conditions. If we make a material change, we'll provide you with reasonable advance notice and the opportunity to review the changes. If you don't agree to the new terms, you should stop using so.fa.dog. You can also end your relationship with us at any time by deleting our applications and services from your devices.

8.2 Validity and changes:

Publication	Validity	Main changes
23.10.2020	23.10.2020	So.fa.dog is becoming a subscription-based service
01.05.2020	01.05.2020	Original

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