

TERMS OF USE

Welcome to Geo Cam! This Geo Cam website (the “**Site**”) and applications (“**Apps**”) are owned and operated by Masi Software LLC, a New Jersey limited liability company (“**Company**,” “**we**,” “**us**,” and “**our**”). Our Site and Apps host a photo sharing platform built upon a user’s current location, and provide other services and information as detailed below and available on the Site and Apps (collectively, our “**Services**”). These Terms of Use (“**TOU**”) describe you, the user’s (“**you**,” “**your**,” or the “**user**”) rights and responsibilities with regard to the Site, Apps, and our Services.

If you do not accept and agree to be bound by these TOU, you are not authorized to access or otherwise use the Site, Apps, our Services, or any information or content provided through them. The Site, Apps, and Services are continually under development, and we reserve the right to review, amend, edit, alter, or remove any part of these TOU in our sole discretion at any time and without prior notice to you. Any changes to these TOU are effective upon posting. We encourage you to review the TOU frequently to ensure you understand the terms and conditions that apply when you access or use our Services. If you disagree with these TOU, your sole and exclusive remedy is to discontinue your use of the Site, Apps, and Services, subject to applicable legal obligations. Your continued use of the Site or Services after a change has been posted constitutes your acceptance of the changes.

BY USING OUR SERVICES, OR BY CLICKING ON THE “ACCEPT” BUTTON (or similar) WHEN COMPLETING AN ACCOUNT REGISTRATION, YOU AGREE TO BE BOUND BY THESE TOU AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE.

PLEASE READ THESE TOU CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

The Geo Cam Service

We agree to provide you the Services. The Services generally consist of:

- Offering a photo sharing platform based on your current location in order to limit interactions between users by immediate vicinity.
- Fostering a safe, positive, and inclusive environment.
- Developing and using technologies that help us consistently serve our growing community.
- Research and innovation. Using information you provide and we independently obtain to research how to make our Services better and contribute to the wellbeing of our and your communities.

Data and Privacy Policy

Providing our Service requires collecting and using your information. Our [Data and Privacy Policy](#) explains how we collect, use, and share information. It also explains the many ways you can control your information. You must agree to our Data and Privacy Policy to use Geo Cam.

Your Commitments:

In return for our commitment to provide the Service, we require you to make the below commitments to us. [Who Can Use Geo Cam](#). In order to use Geo Cam:

- You must be at least 13 years old.
- You must not be prohibited from receiving any aspect of our Service under applicable laws.
- We must not have previously disabled your account for violation of law or any of our policies.

- You must not be a convicted sex offender.

Violations of these TOU include:

- Impersonating others or providing inaccurate information to us or through our Site or Apps.
- Creating an account for someone else without their express permission.
- Doing anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.
- Interfering with or impairing the intended operation of the Services.
- Attempting to create accounts or access or collect information in unauthorized ways. This includes creating accounts or collecting information in an automated way without our express permission.
- Selling, licensing, or purchasing any account or data obtained from us or our Services.
- Posting someone else's private or confidential information without permission.
- Distributing, uploading, transmitting, or otherwise propagating any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or our Site or Apps, or any other system, device, or property.
- Taking any action or using the Site or Apps in any manner that could damage, destroy, disrupt, disable, impair, interfere with, or otherwise harm in any manner our Site or Apps or any content of them.
- Doing anything that violates someone else's rights, including intellectual property rights (e.g., copyright infringement, trademark infringement, counterfeit, or pirated goods), rights of privacy and personality rights. If you believe someone has violated your copyright, please report that fact by following the below DMCA violation protocol below.
- Modifying, translating, creating derivative works of, or reverse engineering our products or their components.
- Using a domain name or URL in your username without our prior written consent.
- engaging in or using any data mining, robots, scraping, or similar data gathering or extraction methods.
- Using the Site or Apps in any manner that is unlawful, harassing, abusive, tortious, threatening, harmful, vulgar, defamatory, false, intentionally misleading, pornographic, obscene, patently offensive (e. g., material that promotes racism, bigotry, or manifests hatred or physical harm of any kind against any group or individual), or otherwise posting objectionable material of any kind or nature or which is harmful to minors in any way.

Permissions You Give to Us. As part of our agreement, you give us permissions we need to provide the Services.

- We do not claim ownership of your content, but you grant us a license to use it. Nothing is changing about your rights in your content. We do not claim ownership of your content that you post on or through the Service and you are free to share your content with anyone else, wherever you want. However, we need certain legal permissions from you (known as a "license") to provide the Services. When you share, post, or upload content that covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content. This license will end when your content is deleted from our systems. You can delete content individually or all at once by deleting your account or by reviewing individual posts, pictures, likes, or comments on the Site or Apps and in your account.
- You give us permission to show your username, profile picture, and information about your actions (such as likes) or relationships (such as follows) next to or in connection with accounts, offers, and sponsored content that you follow or engage with, without any compensation to you.
- You agree we can download and install updates to the Services on your device.

Promises You Make to Us:

- You took any photograph you use, post, or upload to our Site or Apps.
- You are the person utilizing our Services and have the necessary authority to enter into these TOU.
- Any person and other people present in any photograph you upload consented to their inclusion in the photograph.
- Any content you use, post, or upload on or to the Site or Apps does not depict, reproduce, or portray:
 - Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national or ethnic origin, or other targeted groups.
 - Realistic portrayals of people or animals being killed, maimed, tortured, or abused, or content that encourages violence.
 - Depictions that encourage illegal or reckless use of weapons, automobiles, and dangerous objects, or that facilitates the purchase of firearms or ammunition.
 - Vulgar or overtly sexual or pornographic material.
 - Inflammatory religious commentary or inaccurate or misleading quotations of religious texts.
 - False information and features, including inaccurate device data or trick/joke functionality, such as fake location trackers.
- You grant us the irrevocable, voluntary, royalty-free right to use your name, image, likeness, voice, picture, characteristics, and any other information or content you upload or use through the Site, Apps, or Services for any non-commercial purpose, including but not limited to reasonable marketing and social media posts and purposes.

Additional Rights We Retain

- If you select a username or similar identifier for your account, we may change it if we believe such change is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- We retain all rights to our content, including trademarks, copyright, all other intellectual property rights. You can only use our intellectual property with our prior, written permission.
- You must obtain our prior written permission to modify, create derivative works of, decompile, or otherwise attempt to extract source code from our Site or Apps.

Content Removal and Disabling or Terminating Your Account

- We can remove any content or information you share as part of the Services if we believe it violates these TOU or we are permitted or required to do so by law.
- We can refuse to provide or stop providing all or part of the Services to you immediately to protect our community or Services or if you create risk or legal exposure for us, violate these TOU or our policies, or where we are permitted or required to do so by law.
- We can terminate or change the Services, remove or block content or information shared on our Site or Apps, or stop providing all or part of the Services if we determine doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us.
- If you would like to request a termination of your account or removal of your content, please send an email to info@geocam.app. Please include the following information: 1) "Removal of User Content" or "Termination of Account" in the subject line, 2) the reason you are requesting removal, 3) your email address, 4) a clear copy of the user content you would like to have removed so that we can easily locate it, and 5) your social media account name so we can better locate the user content. Once we review your request, we will remove the content from the Geo Cam social media account or website referenced in your email.
- Content may not be deleted in the following situations:

- where deletion is not possible due to technical limitations of our systems, in which case, we will continue to attempt deletion until it is reasonably determined to be impossible or impracticable under the circumstances; or
- where deletion would restrict our ability to:
 - investigate or identify illegal activity or violations of our TOU and policies;
 - protect the safety and security of our products, systems, and users;
 - comply with a legal obligation, such as the preservation of evidence; or
 - comply with a request of a judicial or administrative authority, law enforcement, or a government agency;
- in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).
- If you delete or we disable your account, these TOU shall terminate as an agreement between you and us, but this section and the section below called "Arbitration and Dispute Resolution" will still apply even after your account is terminated, disabled, or deleted.

Copyright Complaints

If you believe your content has been copied in a way that constitutes copyright infringement, please report this by contacting our designated copyright agent at: info@geocam.app. Formal infringement claims regarding content on the Services must include:

- A physical or electronic signature of someone authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work(s) allegedly infringed;
- Identification of material claimed to be infringing, reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party. This can be an address, phone number, email address, or other suitable method of contact;
- A statement that the “complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;” and
- A statement that the information in the notice is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

Modifications to the Site and Apps

We reserve the right, at any time and for any reason, to modify, or temporarily or permanently discontinue, the Site, Apps, or Services or any portion of them, with or without notice. You agree we will not be liable to you or to any third-party for any modification, suspension, or discontinuance of the Site, Apps, or Services for any reason.

Additional Terms

- If any aspect of this agreement is unenforceable, the rest will remain in effect.
- Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
- We reserve all rights not expressly granted to you.
- Our past, present, and future affiliates and agents, can invoke our rights under this agreement in the event they become involved in a dispute. Otherwise, this agreement does not give rights to any third parties.
- You cannot transfer your rights or obligations under this agreement without our consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

Important Disclaimers

- Our Services are provided at all times "as is" and "as available." We cannot and do not guarantee our Services, the Site, or our Apps will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- We do not control what people and others do or say, and we are not responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We are also not responsible for services and features offered by other people or companies, even if you access them through our Service. Please review any such linked websites for the terms and conditions, privacy policies, and other policies governing them.
- Our responsibility for anything that happens on the Services (also called "liability") is limited as much as the law will allow. You agree that we will not be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these TOU or your use of our Services, Site, or Apps, even if we know they are possible. This includes when we delete your content, information, or account. Our aggregate liability arising out of or relating to these TOU and your use of our Site, Apps, or Services will not exceed \$100.
- You agree to defend (at our request), indemnify, and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney fees and costs, arising out of or in any way connected with these TOU or your use of the Site, Apps, or Services. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

Arbitration and Dispute Resolution

- Except as provided below, YOU AND WE AGREE ANY CAUSE OF ACTION, LEGAL CLAIM, OR DISPUTE BETWEEN YOU AND US ARISING OUT OF OR RELATED TO THESE TOU OR YOUR USE OF THE SITE, APPS OR OUR SERVICES ("**CLAIM(S)**") MUST BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS. CLASS ACTIONS AND CLASS ARBITRATIONS ARE NOT PERMITTED. You and we may bring a claim only on one's own behalf and cannot seek relief that would affect other Geo Cam users. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this provision.
- The American Arbitration Association will administer all arbitrations under its Consumer Arbitration Rules.
- YOU AND WE EXPRESSLY WAIVE A TRIAL BY JURY.
- The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), efforts to interfere with the Services or engage with the Site, Apps, or Services in unauthorized ways, and issues relating to the scope and enforceability of this arbitration provision.
- This arbitration provision is governed by the Federal Arbitration Act.
- You may opt out of this provision within 30 days of the date you agree to these TOU (either by affirmatively doing so or by using the Site or Apps). To opt out, you must send your name, residence address, username, email address and phone number, and a clear statement that you want to opt out of this arbitration agreement to: Masi Software LLC - ATTN: Arbitration Opt-out, PO Box 5003, Clinton, NJ 08809.

- Before you commence arbitration of a claim, you must provide us with a written notice of dispute that includes your name, residence address, username, email address and phone number, a detailed description of the dispute, and the relief you seek. Any notice of dispute you send to us should be mailed to Masi Software LLC - ATTN: Arbitration Filing, PO Box 5003, Clinton, NJ 08809. Before we commence arbitration, we will send you a notice of dispute to the email address tied to your Geo Cam account, or by other appropriate and reasonable means. If we are unable to resolve a dispute within thirty (30) days after the notice of dispute is received, you or we may commence arbitration.
- For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in a federal or state court in the US District Court for New Jersey or a state court located in Hunterdon County, NJ. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.
- The laws of the State of New Jersey, to the extent not preempted by or inconsistent with federal law, will govern these TOU and any claim, without regard to conflict of law provisions.

Notice to California Users

Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

Notice to Users Outside the United States of America

The Site is controlled and offered by us from the United States of America. We do not make any representations that the Site is appropriate for use in other locations. Those who access or use the Site from other locations do so at their own risk and are responsible for compliance with local law. You consent to the processing in the United States of America of information you provide to us.

Effective: Dec. 22, 2022

Last updated: Feb. 1, 2023