TERMS OF USE

1. INFORMATION ABOUT US

Virry is an app and service (App or Service) operated by Fountain Digital Labs Limited (we, us, our). We are a company registered in England and Wales with company number No. 08230374 and have our registered office at Hamilton House, 1 Temple Avenue, London EC4Y 0HA.

IF YOU ARE NOT AN ADULT, YOU MUST HAVE A PARENT OR LEGAL GUARDIAN READ AND ACCEPT THESE TERMS OF USE ON YOUR BEHALF AND TAKE FULL RESPONSIBILITY FOR COMPLIANCE WITH THESE TERMS OF USE.

BY ACCESSING THE SERVICE, DOWNLOADING THE APP, OR CONTINUING TO USE THE SERVICE, YOU ACKNOWLEDGE THAT: (1) YOU ARE AT LEAST 18 YEARS OF AGE OR ANY OLDER LEGAL AGE REQUIRED TO FORM A CONTRACT IN YOUR JURISDICTION; (2) YOU HAVE THE RIGHT, AUTHORITY AND LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT; (3) YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS WITH RESPECT TO YOURSELF AND ANY MINOR OR CHILD AUTHORISED BY YOU.

IF YOU OR YOUR PARENT/LEGAL GUARDIAN DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, PLEASE EXIT THE WEBSITE OR APP NOW AND DO NOT ACCESS OR THE SERVICE.

2. TERMS OF SERVICE USE

These terms (together with the documents referred to) set out the Terms of Use under which users (you, your) may use the Service. Please read these Terms of Use carefully before you download the App or start to use the Service. By downloading the App or starting to use the Service, you indicate that you accept these Terms of Use, which include our privacy policy (the Privacy Policy) and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using the Service.

3. CHILDREN, CONTENT WARNING, IN APP PURCHASES

3.1 Children should check with their parent/guardian before using this Service. Parents or guardians should read these Terms of Use and explain to any children using the Service how these Terms of Use will apply.

3.2 The App enables access to live action streams of wildlife. We do not moderate or edit these streams. These streams may contain graphic content of animal behaviour.

3.3 This Service enables in-app purchases – subscription for 1, 6 or 12 months. The account holder is responsible for controlling all activity under the account and all purchases made through the App.

4. INTELLECTUAL PROPERTY RIGHTS and USE OF CONTENT
4.1 We are the owner or the licensee of all intellectual property rights in the Service, and in the material published on it. Those works are protected by copyright laws and treaties. All rights are reserved to us and our licensors. No copying or distribution is permitted without our prior written consent. Your only rights are the licenses to access and use the Service and content as set out herein. All other rights are strictly reserved.

4.2 You may not include a link to the Service or use or display the contents of the Service surrounded or framed or otherwise in another service, nor harvest or scrape content either from our pages, databases or our feeds unless previously agreed with us without our consent.

4.3 Virry and other Fountain Digital trade marks owned is/are a trade mark(s) belonging to or controlled by us and which may be registered in certain jurisdictions. All other trade marks used on the Service are the property of their respective owners.

4.4 To the extent the Service includes a download of software, including the App, subject to your compliance with these Terms of Use, we grant you a limited, revocable, non-exclusive, non-transferable, non-sub-licensable license to use and display, solely for your personal, non-commercial use: (a) such elements of the software or App and associated content and services as are freely accessible; and (b) provided that you have paid any applicable fees and satisfied applicable conditions, such other elements of the software or App and associated content and services as are accessible on a for-payment basis.

4.5 You agree not to (and not to attempt to or encourage others to): (i) use the software or App for any use or purpose other than as expressly permitted by these Terms of Use; or (ii) copy, adapt, modify, reverse engineer, decompile disassemble, otherwise tamper with, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the software or App or any portion of the software or app, except as expressly permitted in these terms and conditions.

4.6 We may provide you with the ability to create a user account. You shall have no ownership or other property interest in any account or user profile and you further acknowledge and agree that all rights in and to any account or user profile are and shall forever be owned by and inure to our benefit. We do not recognise the transfer of any account or user profile. Therefore, you may not give, purchase, sell, bargain, barter, market, trade, offer for sale, sell, license, assign or otherwise divest your rights, responsibilities or obligations under these Terms of Use, either in whole or in part, without our prior written consent. Any attempt to do so shall be void and of no effect.

4.7 You retain ownership of any content you post or submit to the Service (including on any user account). We are not responsible for any loss, theft, rights infringement or damage of any kind to or associated with any such content and you take sole responsibility for any such content that you provide to us.

4.8 By submitting or posting any content via the Service (including on any user account), you are granting to us a perpetual, royalty-free, non-exclusive, and
irrevocable right and license to reproduce, modify, prepare derivative works based upon, distribute, perform or display such content, in whole or in part, in any form, media or technology known or hereafter developed. You waive all moral rights in such content.

4.9 You warrant that any content submitted via the Service (including on any user account) by you: (i) is your own original work or otherwise appropriately licensed by you and you have the right to make it available for the purposes specified above; (ii) does not infringe the rights of any third party; (iii) is not defamatory or in contempt of court and (iv) is not unlawful and does not contain any material which is obscene, offensive, hateful or inflammatory.

5. ACCEPTABLE USE

5.1 You agree to use the Service only for your own personal non-commercial use and lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. In any event, you may not use the Service:

5.1.1 in any way that breaches any applicable local, national or international law or regulation;

5.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

5.1.3 for the purpose of harming or attempting to harm minors in any way;

5.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our User Content Policy below;

5.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

5.1.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

5.2 You also agree not to access without authority, interfere with, damage or disrupt:

5.2.1 any part of the Service;

5.2.2 any equipment or network on which the Service is stored;

5.2.3 any software used in the provision of the Service; or

5.2.4 any equipment or network or software owned or used by any third party.

6. USER CONTENT POLICY

6.1 Whenever you make use of a feature that allows you to upload material to the Service, or to make contact with other users of the Service, you must comply with this
You undertake that any such contribution (User Content) complies with those standards.

6.2 The Service may offer opportunities for you to transmit messages in connection with various features including email, message boards & chat rooms. Where we provide such features, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

6.3 We are under no obligation to oversee, monitor or moderate any features or facilities we provide on the Service, and we expressly exclude our liability for any loss or damage arising from the use of any feature by a user in contravention of our User Content standards or otherwise, whether the service is moderated or not.

6.4 The use of any of these features by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use such features that it is important that they communicate with their children about their safety online, as any moderation employed is not foolproof.

6.5 You must use any messaging or User Content features in a responsible manner, and are solely responsible for any content you transmit. You must not transmit any User Content in connection that:

6.5.1 imposes an unreasonable or disproportionately large load on the Service's infrastructure, or otherwise adversely affects, restricts or inhibits any other user from using and enjoying the Service;

6.5.2 is threatening, abusive, libellous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;

6.5.3 promotes violence;

6.5.4 promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

6.5.5 constitutes or encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law;

6.5.6 violates, plagiarises or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;

6.5.7 breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

6.5.8 contains any information, software or other material of a commercial nature;

6.5.9 contains advertising, promotions or commercial solicitations of any kind;

6.5.10 will be likely to harass, upset, embarrass, alarm or annoy any other person;
6.5.11 constitutes or contains false or misleading indications of origin or statements of fact;

6.5.12 is used to impersonate any person, or to misrepresent your identity or affiliation with any person (including giving the impression that such content emanates from us);

6.5.13 contains material irrelevant to the subject matter of the feature; or

6.5.14 contains any virus, Trojan horse, worm, time bomb, cancelbot or other similar harmful programming routine.

6.6 We will determine, in our discretion, whether there has been a breach of our User Content policy through your use of the Service. When a breach of this policy has occurred, we may take such action as we deem appropriate (including but not limited to editing or deleting any message, content or User Name transmitted by you).

6.7 Failure to comply with this User Content policy constitutes a material breach of our Terms of Use upon which you are permitted to use the Service, and may result in our taking all or any of the following actions:

6.7.1 immediate, temporary or permanent withdrawal of your right to use the Service;

6.7.2 immediate, temporary or permanent removal of any posting or material uploaded by you to the Service;

6.7.3 issue of a warning to you;

6.7.4 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

6.7.5 further legal action against you; and

6.7.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

6.8 We exclude liability for actions taken in response to breaches of this User Content policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

7. COMPLAINTS

7.1 Copyright: If you believe that your work has been copied and is accessible on the Service in a way that constitutes copyright infringement, or that the Service contains links or other references to another online location that contains material or activity that infringes your copyright, please contact us.

7.2 Defamation: If you believe that another user has defamed you on the site through their content, please inform us. You will need to give use certain information to allow us to investigate properly.
8. DISCLAIMER AND AVAILABILITY

8.1 To the maximum extent permitted by applicable law, you expressly agree that your use of the Service is at your own risk. We shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable. The Service is provided on an "as is" and "as available" basis for your use, and to the extent permitted by applicable law, we hereby expressly disclaim any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the Service.

8.2 We do not represent or warrant that access to the Service will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted on the Service. We do not guarantee that you will be able to access or use the Service at times or locations of your choosing, or that we will have adequate capacity for the Service as a whole or in any specific geographic area.

8.3 From time to time the Service may be unavailable due to essential maintenance or testing. We will keep these periods to a minimum, but due to international time zones, we cannot guarantee that these will not affect your use of the Service.

9. LINKS FROM OUR SERVICE

9.1 Where the Service contains links to other or integration with other services and resources provided by third parties we have no control over the contents of those services or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

9.2 You may be required to login to these third party services separately to enable integrated functionality. You should read the relevant terms and conditions and privacy policies of the third party services as they will differ from ours.

9.3 Those third parties may collect data or solicit personal information from you; we are not responsible for the collection, use or disclosure of any information those services may collect. Linking to any other service or website from this Service is at your own risk.

10. COMPETITIONS AND VOTES

From time to time, we (or selected third parties) may include votes, competitions, promotions or other offers on the Service. Each such offer shall be subject to its own express terms and may not be available in all jurisdictions.

11. DATA CHARGES

You are responsible for all charges association with downloading the App, connecting to the Service and use or streaming of any content within the Service. Your internet
services provider and/or mobile network provider may charge you to access the Service or Content.

12. VARIATION

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on the Service.

13. TERMINATION

13.1 The license to use the Service is effective until terminated. Your rights under this license will terminate automatically without notice from us if you fail to comply with any term(s) of these Terms of Use. Upon termination of the license, you shall cease all use of the Service, and destroy all copies, full or partial, of the App.

14. INDEMNITY

14.1 You agree to indemnify us and our affiliates and our respective directors, officers, employees and agents, as well as their licensors and suppliers, from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of:

14.1.1 any misrepresentation, act or omission made by you in connection with your use of the Service;

14.1.2 any non-compliance by you with these Terms of Use; or

14.1.3 claims brought by third parties arising from or related to your access or use of the Service or other information made available by you to the Service.

15. LIABILITY

15.1 In respect of all aspects of the Service we and our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Service or in connection with the use, inability to use or the results of use of the Service, any services linked to the Service, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Service or your downloading of any material from the Service or any services linked to the Service.

15.2 This Section does not in any way limit our liability:

15.2.1 for death or personal injury caused by our negligence;
15.2.2 under section 2(3) of the Consumer Protection Act 1987;

15.2.3 for fraud or fraudulent misrepresentation; or

15.2.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

16. JURISDICTION AND APPLICABLE LAW

16.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Service.

16.2 These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17. CONTACT US

17.1 If you have questions about the Service, please contact us by email: info@fountain-digital.com