Fika Terms of Use
Last revised on: October 8, 2026

THESE TERMS OF SERVICE INCLUDE AN AUTOMATICALLY RENEWING SUBSCRIPTION. YOUR PAID SUBSCRIPTION WILL RENEW AUTOMATICALLY AT THE END OF EACH BILLING PERIOD YOU SELECT AT CHECKOUT (MONTHLY OR ANNUAL) AT THE THEN-CURRENT RATE FOR YOUR PLAN, PLUS ANY APPLICABLE OVERAGE CHARGES, UNTIL YOU CANCEL. CANCELLATION INSTRUCTIONS ARE PROVIDED IN SECTION 12. PLEASE REVIEW SECTION 12 IN ITS ENTIRETY BEFORE COMPLETING YOUR PURCHASE.

1. INTRODUCTION

These Terms of Use ("**Terms**") apply to your use of any Fika, LLC ("**Fika**," "**we**," "**our**," or "**us**") website ("**Site**"), application, including Fika Photos, ("**App**") provided by Fika to you (the Site, App, and services individually and collectively, the "**Services**"). Wherever used in these Terms, "you", "your" or similar terms, refer to the person accessing or using our Services. In such case, "you" and "your" will refer to that organization. Capitalized terms are defined below or in our Privacy Policy.

2. ACCEPTING THESE TERMS

Please read these Terms carefully before using the Services. These Terms and Fika's Privacy Policy, (together, the "**Agreement**") set forth the terms on which Fika provides the Services to you. By accessing or using our Services or interacting with us either online or offline, you agree to be bound by the terms of the Agreement. If you do not agree to all the terms and conditions of the Agreement, you should not and are not permitted to use the Services.
EXCEPT AS PROVIDED HEREIN, THESE TERMS EXPRESSLY SUPERSEDE PRIOR AGREEMENTS OR ARRANGEMENTS WITH YOU. FIKA MAY IMMEDIATELY TERMINATE THESE TERMS OR ANY SERVICES WITH RESPECT TO YOU, OR GENERALLY CEASE OFFERING OR DENY ACCESS TO THE SERVICES OR ANY PORTION THEREOF, AT ANY TIME FOR ANY REASON. IF WE MAKE CHANGES TO THE AGREEMENT, WE WILL TAKE APPROPRIATE MEASURES TO INFORM YOU IN ACCORDANCE WITH APPLICABLE LAW, INCLUDING AT LEAST INFORMING YOU VIA NOTICE ON OUR WEBSITE. FOR MATERIAL CHANGES WE MAY ALSO PROVIDE NOTICE TO YOU THROUGH YOUR EMAIL ACCOUNT OF RECORD WITH US.

PLEASE BE AWARE THAT SECTION 13.9 OF THESE TERMS CONTAINS PROVISIONS GOVERNING HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED, INCLUDING ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF YOUR ACCEPTANCE OF THESE TERMS. IN PARTICULAR, IT CONTAINS A CLASS ACTION WAIVER WHICH REQUIRES YOU TO BRING DISPUTES AGAINST US ON AN INDIVIDUAL BASIS AND PREVENTS YOU FROM BRINGING THEM AS PART OF A CLASS ACTION AND A WAIVER TO HAVE A RIGHT TO A TRIAL DECIDED BY A JURY.

If you do not agree to these Terms, please do not start using the Services or discontinue use if you have already started and do not submit any Personal Information (as defined in the Privacy Policy) or Content (defined below).

3. USE OF THE SERVICES

3.1. Eligibility. The Site and Services are not directed for use by children under 13. Accounts for children under 13 must be created and managed exclusively by parents or legal guardians. Under no circumstances should children under the age of 13 access, use, or manage the account or any part of the Services directly and should not provide any information to Fika. If you are 13 or over, but still under the age of 18, please ask a parent or guardian to read and agree to these Terms before you access and use the Site and Services. You are only permitted to use the Services if you are legally capable of forming a binding agreement with Fika and are not legally prohibited from using the Services.

3.2. User Accounts.

3.2.1. Account Creation. To use the Services, you must register for an account ("Account") either by **completing** our account registration form or by using a supported third-party social sign-in service such as Google, Facebook, or Apple Sign-In. If you register using a third-party sign-in service, you authorize Fika to access and use certain account information from that service as permitted by its terms and your privacy settings. You may not select a username intended to impersonate another person or entity, or that infringes the rights of another person or entity, or that is obscene or vulgar. We reserve the right to refuse or cancel registration of any username in our sole discretion. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you have obtained all proper consents to provide such information, including Personal Information; and (c) you will maintain the accuracy of such information. Fika may suspend or terminate your Account in accordance with these Terms. You agree to immediately notify Fika of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. You will not share your

Account password, social sign-in credentials, or any security information with any other individual or entity, and you will not allow any other individual or entity to use your Account. Fika cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3.2.2. Users. "User" "User" refers to a person who has created an Account and is accessing or using at least one of the Services. Each User will have access to certain Services based on their designated role within an organization ("**Organization**"). Each Organization may contain one or more collections of pictures and videos ("**Collection**"). The Admin User or Owner is responsible for inviting Users to join the Organization and, where applicable, specifying each User's role in accordance with these Terms. The default User role assigned to new invitees is determined by the Organization's settings, with the available default options being Member or Viewer

a) "Owner" refers to the User with full management authority over an Organization. There may only be one Owner per Organization. The Owner has all administrative capabilities, including the ability to transfer ownership of the Organization, delete the Organization, and manage billing. An Owner is required to be 18 years of age or older.

b) **"Admin"** refers to a User with administrative authority within an Organization. An Organization may have an unlimited number of Admins. Admins may manage other Users' roles and membership within the Organization, invite and approve new members, manage Organization settings, delete any Collections, and recover recently deleted media within thirty (30) days of deletion. An Admin is required to be 18 years of age or older.

c) "Member" is the default User role within an Organization, unless the Organization's settings designate the default role as Viewer. Members may view, upload, and download media across all Collections within an Organization. Members may create new Collections but may only delete Collections they have personally created. If enabled in the Organization's settings, Members may generate new invitations, but may not approve new Users.

d) "Viewer" refers to a read-only User who may browse and download media within an Organization. Viewers may not create Collections or upload new media.

3.2.3. Creation of Collections; Consent to Post. The Admin User is responsible for the creation of Collections that are available only to Users in an Organization. The Admin User or any other User permitted to upload pictures to a Collection represents and warrants that it has obtained consent from the parent or guardian of a minor or any individual appearing in a photo or video prior to being uploaded to a Collection. The parent or guardian or any individual may revoke consent at any time. The Admin User shall delete all pictures and videos immediately upon receipt of notice of revocation.

3.2.4. Deletion of Pictures. All Users, except Viewers, may delete individual photos and videos within any Organization of which they are a member. Deleted media is not immediately permanently removed but is instead retained in a "Recently Deleted" section of the platform for thirty (30) days from the date of deletion. During this retention period, the Owner and Admin Users may restore deleted media or permanently delete it prior to the expiration of the retention period. After thirty (30) days, media in the Recently Deleted section is automatically and permanently deleted without further action by any User.

3.2.5. Takedown Requests. In addition to standard deletion, any User may submit a request to permanently remove specific photos or videos from an Organization ("Takedown Request"). Media that is the subject of a Takedown Request is immediately and permanently deleted from the platform upon approval. Takedown Requests submitted by a Member or Viewer must be approved by an Owner or Admin before the media is permanently deleted, unless the Organization has enabled automatic approval of Takedown Requests for all Users in the Organization's settings, in which case such requests are processed immediately upon submission.

3.3. Termination and Modifications to Services. The Services may change without notice or liability to you. Fika retains the right to create limits on the use of the Services at its sole discretion, with or without notice. This includes suspending, restricting, or terminating your Account, even if you have a paid subscription, if you violate these Terms. For example, your Account may be terminated if you infringe on others' intellectual property rights, violate our community standards, or commit illegal acts using the Services. Alternatively, we may deny, restrict, or suspend access to all or part of the Services under similar circumstances. Fika may suspend your Account until you take the required actions or terminate your Account, such as, as applicable, if you exceed your allotted storage limit or fail to make your required payment. Fika may also change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or content.

3.4. **Prohibited Use**. You may not do any of the following, (collectively and individually "**Prohibited Use**") while **accessing** or using the Services: (a) access, tamper with, or use non-public areas of the Services, or the computer or delivery systems of Fika and/or its service providers; (b) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures; (c) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Fika; (d) use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring, harvesting, scraping or otherwise copying any of the material or information on the Services; (e) use any manual process to monitor or copy any of the material available on or through the Services, including any Content, or for any other unauthorized purpose without our prior written consent; (f) use any device, software or routine that interferes with the proper working of the Services; (g) introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (h) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer or database connected to the Services, including by soliciting passwords or Personal Information from any other person or by impersonating any other person or entity; (i) scrape the Services, and particularly scrape Content from the Services, without Fika's express prior written consent; (j) selling or sharing your Account access; (k) use the Services to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or e-mail headers; (l) Use the Services to defame another User or to make credible threats, hate speech, or otherwise degrade, shame or discriminate against another User; (m) upload Content that falls under one of the following categories: obscenity (nudity is acceptable but no explicit content), fighting words, defamation (including libel and slander), child pornography, perjury, blackmail, incitement to imminent lawless action, true threats, solicitations to commit crimes, seeks Personal Information of others, spam or is otherwise illegal, and/or Content you didn't create (unless you have the written permission of the creator prior to uploading); (n) use the Services in a manner that violates any applicable law, regulation, and/or right of an individual; (o) interfere with, or disrupt (or attempt to do so), the access of any other use of the Services, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Services, or by scripted use of the Services in such a manner as to interfere with or create an undue burden on the Services; (p) is harmful to minors in any way; (q) falls within the definition of "Protected Health Information" under the HIPAA Privacy Rule (45 C.F.R. Section 164.051); or (r) falls within the definition of "Nonpublic Personal Information" under the Gramm-Leach-Bliley Act.

3.5. **Enforcement.** Users who post or share Content that violate these Terms will have their Accounts immediately suspended or terminated. Where local law permits, we reserve the right to proactively scan content using automated and manual review processes. All suspected CSAM will be reported to the appropriate authorities based on the laws of the geography where the user is located, including, National Center for Missing and Exploited Children (NCMEC) in accordance with 18 U.S.C. § 2258A. If your Content is removed in error, you may contact us at safety@fikaphotos.com within 72 hours. We review appeals within 5 business days.

3.6. **Investigation / Right to Purge Postings**. You agree that we have the right (but not the obligation) to investigate any complaint received and, at any time and for any reason, to remove any material or Content which you post to our Services, with or without your permission, and with or without cause, in our sole discretion. By reserving this right, we do not undertake any responsibility in fact to remove Content posted to our Services, whether or not a complaint has been received.

3.7. **Third Party Services**. The Site may contain links to third-party websites and services (collectively, "**Third-Party Links**"). Such Third-Party Links are not under the control of Fika, and Fika is not responsible for any Third-Party Links. Fika provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction, use, or agreement in connection with such Third-Party Links and third parties.

3.8. **Feedback.** You are under no duty to provide any suggestions, enhancement requests, or other feedback regarding the Services ("**Feedback**"). If you choose to offer Feedback to us, you hereby grant us a perpetual, irrevocable, non-exclusive, worldwide, fully paid, sub-licensable (at unlimited number of levels), assignable license to incorporate Feedback into the Services or otherwise use any Feedback we receive from you solely to improve our products and services, provided that such Feedback is used in a manner that is not attributable to you. You also irrevocably waive in favor of us any moral rights which you may

have in such Feedback pursuant to applicable copyright law. We acknowledge that any Feedback is provided on an “as-is” basis with no warranties of any kind. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

4. Payments, Expirations, Refunds and Cancelations

4.1. Payment. Organization Owners are solely responsible for fees incurred by your Account, at the rates specified in the pricing we provide **or** make available to you. The Owner may change the Organization’s plan at any time, including moving between the Free Tier and a Paid Tier and between Paid Tiers. Upgrades take effect immediately and are charged on a prorated basis for the remainder of the current billing period. Downgrades take effect at the end of the current billing period.

4.1.1. Free Tier. No charge. Includes full access to the Services subject to a storage limit of 10 GB. Fika does not collect billing or payment information from Organizations on the Free Tier.

4.1.2. Paid Tier. A recurring subscription, billed monthly or annually as selected at checkout, offered in the storage tiers set out in the applicable pricing. Paid Tiers may include overage charges.

4.1.3. Changes to Pricing and Service Tiers. Fika reserves the right to modify, add, or discontinue service tiers, features within a tier, or applicable pricing at any time in its sole discretion. Fika will provide advance notice of any such changes to the extent required by applicable law. Your continued use of the Services following notice of a pricing or tier change constitutes your acceptance of the updated terms. If you do not agree to a change, you may cancel your subscription in accordance with Section 12.4 prior to the change taking effect.

4.2. Billing. Failure to pay all amounts owed to us when due may result in suspension or termination of your access to and use of the Services. Fika does not directly collect, store, or process your payment information. Failure to pay all amounts owed when due may result in suspension or termination of your access to the Services. Fika reserves any other rights of collection available under applicable law.

4.3. Taxes. Fees do not include any taxes, duties, or assessments that you may owe for use of the Services (“**Taxes**”), unless otherwise specified in the applicable invoice. You are responsible for remitting any necessary withholding Taxes to the relevant authority on a timely basis and providing us with evidence of the same upon our request. Where a law, rule, or regulation provides for the reduction or elimination of withholding taxes, including via tax treaty, the parties will collaborate in good faith to do so. For clarity, you must pay us the amount ("**Gross-up Payment**") that will ensure that we receive the same total amount that we would have received if no such withholding or reduction by you had been required (taking into account any and all applicable Taxes (including any Taxes imposed on the Gross-up Payment)).

5. PRIVACY

You own, and are responsible for, all Content you submit, upload or display on or while using the Services. Any information you provide to Fika is subject to Fika’s Privacy Policy, which governs our collection and use of your information. You understand that by using the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information. To access the Privacy Policy, please click here.

6. CONTENT

6.1. User Content. “**Content**” means all information and content that a User submits to, or uses with, the Services. You retain ownership of all intellectual property rights in your Content. You waive any moral rights (and any similar rights) with respect to your Content to the extent permitted by law, and if no waiver is permitted, you agree not to enforce the right against Fika. You are solely responsible for your Content. You assume all risks associated with use of your Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your Content that personally identifies you or any third party. You further warrant that all information you provide about yourself is true and complete information. You agree to promptly notify Fika of any changes in the information provided about yourself or any other material changes that could impact your use of the Services. You shall be solely responsible for the accuracy and completeness of all information furnished to Fika and/or to third parties as necessary for the Services contemplated herein. Fika shall not be responsible for independently verifying the accuracy or completeness of any information that you provide, and Fika shall be entitled to rely on such information. Fika shall have no liability for any errors or omissions in any Services provided to you that are the result of, arise from, or are based, in whole or part, on inaccurate or incomplete information provided to Fika. You represent and warrant that you have obtained all necessary third party rights, licenses, permissions, and

consents, including, without limitation, copyrights, for any Content that belongs to or originates from third parties and consents where required by applicable laws for the collection of information. You will review all documents, output from the Services, and other information and data provided to you by Fika and shall inform Fika of any inaccuracies, deficiencies or discrepancies contained therein. You may not represent or imply to others that your Content is in any way provided, sponsored, or endorsed by Fika. Since you alone are responsible for your Content, you may expose yourself to liability based on the Content you provide. You are solely responsible for creating and maintaining your own backup copies of your Content if you desire. All Content will be considered non-confidential and non-proprietary. You must not create, upload, or input any Content that you consider to be confidential or proprietary.

6.2. Moderation of Content. Fika may moderate Content. However, we are not responsible for what you have uploaded, and we are under no obligation to modify or remove any inappropriate Content. We have provided some tools, such as that you can contact safety@fikaphotos.com to report inappropriate Content.

6.3. Removal of Content. If you stop using the Services, your Content may remain on the Services unless you actively remove your Content, and the rights you granted to us, and other Services users remain. Notwithstanding, Fika may archive or delete your Content, after giving you notice, in its sole discretion subject to these Terms. If you would like to request that Fika delete your Content please email us at privacy@fikaphotos.com.

6.4. License. You hereby grant (and you represent and warrant that you have the right to grant) to Fika a nonexclusive, royalty-free, enterprise-wide, sublicensable (at an unlimited number of levels), and worldwide license to modify, reproduce, distribute, prepare derivative works of, incorporate into other works, and otherwise use your Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your Content in the Site, providing you with the Services, and offering you other Services. Additionally, you hereby grant (and you represent and warrant that you have the right to grant) to Fika a nonexclusive, royalty-free, enterprise-wide, perpetual, irrevocable, and worldwide right and license to (i) host, copy, access, transmit, display, modify, adapt, reproduce, distribute, prepare derivative works of, incorporate into other works, and otherwise use and commercialize aggregated anonymized data to develop, optimize, and improve the Services, and (ii) create develop, derive, modify, share, and commercialize aggregated anonymized data that is part of the System Data (defined below), including but not limited with third parties. “System Data” means information that originates in the Service including but not limited to metrics, metadata, or analytics, or that is based on or derived by Fika from anonymized data.

6.5. Ownership. Other than your Content, we own or license all right, title, and interest in and to: (a) the Services, including all software, scripts, music, text, media, and other Content; and (b) the Content, including our trademarks, logos, and brand elements (“**Marks**”). The Services, Content, and Marks are all protected under U.S. and international laws.

7. REPRESENTATIONS, WARRANTIES, & INDEMNIFICATION

7.1. Representations and Warranties. You represent and warrant to us that: (1) the Content does not and will not violate any applicable law or regulation, or any intellectual property rights (including name image and likeness rights) of any third parties; (2) you have all necessary rights and permissions to grant the rights to Fika granted under these Terms; (3) you will only use the Services for your own personal or internal business purposes and not for the purpose of commercializing or monetizing the Services, without the express written consent of Fika; and (4) you will use the Services in a professional manner, will treat other Users with respect, and will not use Content in a manner that constitutes discrimination, defamation, incitement, credible threats, hate speech, or is otherwise intended to bully, attack, or harm Fika or another User.

7.2. Indemnification Obligations. You agree to indemnify, defend (subject Fika’s right to exclusively assume the defense at your sole cost and expense), and hold Fika and its officers, employees, suppliers, licensors, agents, successors, and assigns (collectively, the “**Fika Indemnitees**”) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party arising out of, in connection with, or related to: (a) your use of the Services; (b) your violation of these Terms; (c) your violation of applicable laws or regulations, including privacy laws; (d) your infringement or alleged infringement of any intellectual property, proprietary, privacy, or other rights of any other person or entity; (e) your Content; and (f) your use of any Third-Party Links. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the Fika Indemnitees, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent, which we may withhold in our sole and exclusive discretion. We will use commercially reasonable

efforts to notify you of any such claim, action, or proceeding within a commercially reasonable time upon becoming aware of it.

8. MODIFICATIONS TO TERMS

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on the Site. You are responsible for providing us with your most current e-mail address. If the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. The date that these Terms were last revised is set forth above. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

9. WARRANTY DISCLAIMER: SERVICES AVAILABLE ON AN "AS-IS" BASIS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND "WITH ALL FAULTS," AND WE (AND OUR SUPPLIERS AND LICENSORS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SATISFACTORY QUALITY, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS AND LICENSORS) MAKE NO WARRANTY THAT THE SERVICES OR THE USE AND RESULTS THEREOF WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
OUR AFFILIATES, SUPPLIERS, AND LICENSORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

10. RELEASE FROM LIABILITY

You hereby release and forever discharge Fika (and our affiliates, officers, employees, agents, suppliers, licensors, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links) except to the extent caused directly by our willful or intentional misconduct. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." AND TO THE EXTENT APPLICABLE, CORRESPONDING RIGHTS UNDER ANY SIMILAR LAW, RULE, OR REGULATION OF ANY OTHER JURISDICTION.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FIKA (OR OUR SUPPLIERS OR LICENSORS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST DATA, CORRUPTION OF DATA, INACCESSIBILITY OF DATA, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, COSTS OF OBTAINING SUBSTITUTE MATERIALS OR SERVICES, ANY FAILURE, INTERRUPTION, OR DELAY, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND RELATED TO, IN CONNECTION WITH, OR ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE ANY SERVICES REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, LAW, EQUITY OR OTHERWISE, EVEN IF FIKA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OR INACCESSIBILITY OF DATA RESULTING THEREFROM.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO DISCONTINUE USING THE SERVICES OR ACCESSING THE SITE. IN NO EVENT SHALL FIKA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, LAW, EQUITY, OR OTHERWISE, EXCEED THE AMOUNT YOU HAVE PERSONALLY PAID FIKA FOR PROVIDING SERVICES TO YOU FOR THE TWELVE (12) MONTHS PRIOR TO THE FIRST ALLEGED ACT CAUSING DAMAGES OR $100.00, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. IN NO EVENT SHALL FIKA BE LIABLE FOR ANY DAMAGES BASED UPON THE ACCURACY, COMPLETENESS SECURITY, RELIABILITY, AVAILABILITY, OR ERRORS OF THE SERVICES OR THE OUTPUT OF THE SERVICES OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. YOU ACKNOWLEDGE THAT FIKA HAS SET ITS FEES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THESE TERMS, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND US. YOU AGREE THAT OUR SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. AUTOMATICALLY RENEWING SUBSCRIPTION; RETENTION OF CONTENT

12.1. Subscription and Auto-Renewal. Subject to these Terms, your access to and use of the Services is conditioned on maintaining an active subscription to the applicable service tier. Paid Tier subscriptions automatically renew at the end of each billing period for a further period of the same length, monthly for monthly subscriptions and annually for annual subscriptions (each a "Renewal Term"), beginning on the day the prior subscription period expires and continuing until cancelled. At the start of each Renewal Term, you will be automatically charged the then-current subscription rate for the applicable tier and billing period plus any Overage charges accrued during the prior billing period, until you terminate your account or cancel your subscription prior to renewal. By subscribing to the Paid Tier, you acknowledge and agree to the automatic renewal of your subscription and the associated recurring charges. Itemized invoices for all charges are available at any time through the payment provider's customer portal, accessible from the billing page within the web application. The customer portal also reflects any running Overage charges accruing during the current billing period.

12.2. Rate Changes. Fees applicable to any Renewal Term will be at Fika's then-current rates. Subject to applicable laws, Fika will provide notice of any increase to subscription pricing prior to the Renewal Term in which the increase takes effect.

12.3. Payment Failure. If the payment method on file fails for any reason, Fika reserves the right to suspend or terminate the Organization Owner's access to the Services and the associated Organization Account.

12.4. Cancelations. Organization Owners may cancel their Paid Tier subscription at any time through the billing page within the web application, which is accessible only to the Organization Owner. Cancellation may be initiated directly via the billing page or through our third-party payment provider's customer portal, accessible from the same page. Fika does not accept cancellation requests submitted by email or other means outside of these methods.

12.4.1. Upon cancellation, the following process applies:

12.4.1.1. Active Through End of Billing Period. The Organization's subscription remains active through the end of the current billing period. The Owner will not be charged for any subsequent subscription term. Any storage Overages accrued during the final billing period will be calculated and charged at the conclusion of that period.

12.4.1.2. Suspended State. Following the end of the final billing period, the Organization enters a suspended state for thirty (30) days ("Suspension Period"). During the Suspension Period: (i) all existing media is retained and remains viewable and downloadable by all Users; (ii) Users may delete media in accordance with these Terms; and (iii) no new media may be uploaded to the Organization.

12.4.1.3. Permanent Deletion. If no Owner or Admin resubscribes or initiates a new checkout during the Suspension Period, the Organization, including all associated media, Albums,

Collections, and User data, will be permanently deleted at the conclusion of the Suspension Period. This deletion is irreversible. Fika strongly encourages Owners to download any media they wish to retain prior to the end of the Suspension Period.

12.4.1.4. Resubscription. An Owner or Admin may resubscribe or initiate a new checkout at any time during the Suspension Period to restore the Organization to active status. If an Admin resubscribes, they become the Owner of the Organization.

12.5. Refunds

12.5.1. Initial Purchase and Renewals. Fika will refund in full the subscription fee charged for a billing period to the method of payment if the Owner requests a refund within (i) forty-eight (48) hours of the charge, for a monthly subscription, or (ii) thirty (30) days of the charge, for an annual subscription. This applies to the initial subscription charge and to each renewal charge. The applicable period runs from the time the charge is made. Refund requests are submitted through the billing page within the web application

12.5.2. No Other Refunds. Outside the periods described in Section 12.5.1, subscription fees are not refundable. Fika does not issue partial or prorated refunds for unused time, including on cancellation, on a downgrade, or on a transfer of ownership under Section 12.6.

12.5.3. Effect of a Refund. Where Fika issues a refund under Section 12.5.1, the Organization's subscription terminates on the date the refund is issued, the Organization immediately enters the Suspension Period described in Section 12.4.1.2, and Section 12.10 applies.

12.6. Transfer of Ownership. The Owner may transfer ownership of an Organization to another Admin of that Organization. On completion of a transfer: (a) the transferee becomes the Owner and is responsible for the Organization's subscription and for all fees accruing from the time of transfer; (b) the outgoing Owner's subscription is cancelled and their payment method is removed from the Organization; (c) the outgoing Owner becomes an Admin of the Organization unless they leave it; and (d) any Organization Credit is applied as described in Section 12.7. A transfer does not change the Organization's Plan. A transfer is not complete until the transferee has accepted ownership and completed a new checkout. Where an Organization is in a Suspension Period, Section 12.10 governs instead of this Section 12.6.

12.7. Credit for Prepaid Time on Transfer. Where ownership transfers under Section 12.6 before the end of a period for which the Organization's subscription has been paid, the unused portion of the amount paid is credited to the Organization (an "Organization Credit") and applied automatically against amounts next owed for that Organization. An Organization Credit: (a) is calculated on the basis of unused whole [days] of the paid-through period, at the rate actually paid; (b) belongs to the Organization and not to any User, and the outgoing Owner is not entitled to a refund of it or to any payment in respect of it; (c) may be applied only against subscription fees and usage-based charges for the same Organization; (d) has no cash value, is not redeemable for cash, and is not transferable to another Organization or to any User; and (e) expires on deletion of the Organization

12.8. Confidentiality of Billing Records. Invoices, receipts, payment method details, billing addresses, and payment history belong to the individual who made the payment. Fika does not disclose them to any other User, including to a subsequent Owner. A new Owner is shown only the Organization's current tier, the date through which the Organization is paid, any Organization Credit, and the charges that new Owner has themselves incurred. A former Owner retains access to their own billing records after ceasing to be Owner or leaving the Organization.

12.9. Overage and Other Usage-Based Charges. Overage, and any other usage-based charge that Fika may introduce, accrues to the Owner in office at the time the usage occurs. On a transfer of ownership, Fika will calculate and invoice the outgoing Owner for all usage-based charges accrued up to the time of transfer, and charges accruing after the transfer are invoiced to the new Owner. Usage-based charges are subject to Section 12.5(c).

12.10. Claim of a Suspended Organization. When an Organization enters a Suspension Period, whether following cancellation under Section 12.4, a payment failure under Section 12.3, or a refund under Section 12.5, Fika will notify the Owner and all Admins that the Organization is suspended, state the date on which it is scheduled to be deleted, and state that an Admin may claim ownership.

12.10.1. During the Suspension Period, any Admin may claim ownership of the Organization by accepting these Terms as Owner and initiating a subscription for the Organization. The first Admin to complete that process becomes the Owner, and the former Owner becomes an Admin of the Organization.

12.10.2. Any Organization Credit remains with the Organization and is applied against the claiming Admin's subscription in accordance with Section 12.7.

12.10.3. The former Owner may resubscribe at any time during the Suspension Period and, if they do so before an Admin has claimed ownership, remains the Owner.

12.10.4. Fika may require evidence of an Admin's authority to act for the Organization, may decline a claim, and is under no obligation to resolve disputes among Users as to who should own an Organization.

12.10.5. If no Owner or Admin resubscribes or claims ownership before the end of the Suspension Period, the Organization is deleted in accordance with Section 12.4.1.3.

13. MISCELLANEOUS

13.1. Modifications and Entire Agreement. These Terms, as modified from time to time, constitute the entire agreement between you and Fika with respect to the subject matter hereof. Any rights not expressly granted herein are reserved by Fika. These Terms supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof and constitutes the entire and exclusive agreement between the parties.

13.2. Waiver. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

13.3. Severability. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

13.4. Assignment Rights. These Terms are not assignable, transferable, or sublicensable by you except with Fika's prior written consent. Fika may assign these Terms, and any rights and licenses granted hereunder, in whole or in part at any time without your agreement and without restriction. For example, Fika may assign these Terms without your consent to: (a) a subsidiary or affiliate; (b) an acquirer of Fika's equity, business or assets; or (c) a successor by merger.

13.5. Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of these Terms, and you do not have any authority of any kind to bind Fika in any respect whatsoever. We are not responsible for the conduct of others. We are not responsible for advertisements or applications or services that are posted on or through the Services, nor do we have any responsibility for the goods or services provided by our advertisers or via other websites or applications, including our print vendor.

13.6. Misuse Reporting. As a User of the Services, if you become aware of misuse of the Services by any person, please email safety@fikaphotos.com and include a URL at which the material in question may be located.

13.7. Export and Trade Controls. The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Fika, or any products utilizing such data, in violation of the United States export laws or regulations.

13.8. Data Usage and Charges. You acknowledge that you may incur data charges from your mobile carrier or internet service provider for accessing and using our Services. You are solely responsible for any such charges.

13.9. Class Action Waiver; Jury Trial Waiver; Use Outside of the United States of America; and Dispute Resolution.

Please read this Section 13.9 carefully. It is part of your contract with FIKA and affects your rights. It contains procedures for A CLASS ACTION WAIVER.

13.9.1. Class Action Waiver. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THESE TERMS MUST BE LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE LITIGATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

13.9.2. Use Outside of the United States. The Services are operated by us from our offices within the United States of America. We make no representation that the Services are appropriate or available

for use in other locations, and access to the Services from territories where the access to or use of the Services may be illegal is prohibited. Those who choose to access or use the Services from other locations do so, on their own initiative and are responsible for compliance with applicable local laws.

13.9.3. Choice of Law and Jurisdiction. These Terms shall be governed by and interpreted according to the laws of the State of Tennessee, without giving effect to any conflict of law principles. You agree that any and all disputes, claims, and causes of action arising out of or connected with these Terms shall be brought in the state and district courts of the State of Tennessee and you hereby consent to the personal jurisdiction and venue of the courts in Davidson County, Tennessee and expressly waive any objection to such jurisdiction and venue.

13.9.4. Notice Requirement and Informal Dispute Resolution. Except for Fika seeking emergency injunctive relief, before either party may seek to file suit against the other party, the party must first send to the other party a written notice of dispute ("**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Fika should be sent to legal@fikaphotos.com or Fika, LLC, Attention: Legal Department, 116 Agnes Rd STE 200, Knoxville, TN, 37919. After the Notice is received, you and Fika may attempt to resolve the claim or dispute informally. If you and Fika do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin a legal proceeding.

13.9.5. Time Limit on Claims Against us. To the maximum extent permitted by applicable law, you agree that regardless of any statute or law to the contrary any claim or clause of action arising out of or related to your access to or use of the Services, or these Terms with us must be filed within one (1) year after such claim arose.

14. NOTICE

Fika may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your Account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). Any notice to Fika that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when delivered via email to legal@fikaphotos.com or in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to: Fika, LLC, ATTN: Legal Department, 116 Agnes Rd STE 200, Knoxville, TN, 37919.

15. CONTACT INFORMATION

If you have any questions or concerns regarding use of the Services, please contact us at:
hello@fikaphotos.com

Our legal address is:

ATTN: Legal Department
Fika, LLC
116 Agnes Road, STE 200
Knoxville, TN 37919

You may request a copy of these Terms by emailing us at legal@fikaphotos.com, Subject: Terms of Service.