

## Terms and Conditions for Positive Focus

Last updated: January 29, 2025

Please read these terms and conditions carefully before using Our Service.

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### Interpretation and Definitions

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for election of directors or other managing authority.
- **Country** refers to: Switzerland.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Positive Focus, Ch. du Château-Vieux 3.
- **Device** means any device that can access the Service such as a computer, a cellphone, or a digital tablet.
- **Service** refers to the Website and any features provided, including the automated response system for Instagram comments.
- **Subscription Plan** refers to the paid membership plans that provide access to additional features of the Service.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products, or services) provided by a third party that may be displayed, included, or made available by the Service.
- **Website** refers to Positive Focus, accessible from <https://www.positivefocus.io>.
- **You** means the individual accessing or using the Service, or the company or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

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### Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms. If You disagree with any part of these Terms, then You may not access the Service.

You represent that You are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Website and informs You of Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

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## Subscription Plans

We offer different subscription plans that provide varying levels of access to our services. By subscribing, You agree to pay the applicable fees as outlined on Our Website. Subscription fees are non-refundable, except where required by law. The Company reserves the right to modify the features and pricing of subscription plans at any time, with reasonable notice.

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## Use of Instagram Data

By using Our Service, You acknowledge and agree that:

- Your Instagram account will serve as Your identifier in Our database.
- We will access and store information related to Your Instagram account, including but not limited to Your username, profile information, and posts.
- The collected Instagram data will only be used for the purpose of generating automated responses to hate speech or inappropriate comments on Your posts.
- We will not share or sell Your Instagram data to third parties for any purpose unrelated to Our Service.
- If You choose to disconnect Your Instagram account, We will remove any associated data from Our system within a reasonable timeframe.

By using Our Service, You grant Us the necessary permissions to access and process Your Instagram data strictly in accordance with these Terms and Our Privacy Policy.

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## Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company. The Company has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

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#### Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms.

Upon termination, Your right to use the Service will cease immediately.

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#### Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms shall be limited to the amount actually paid by You through the Service or 100 USD if You have not purchased anything through the Service.

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#### "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. The Company makes no warranty that the Service will meet Your requirements or be error-free.

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#### Governing Law

The laws of Your country of residence, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service.

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#### Dispute Resolution

If You have any concerns or disputes about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

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#### Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

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## Contact Us

If You have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: <https://www.positivefocus.io/contact>