

# Terms of Service

These Terms of Service govern your use of Recipe Diary, and any related services provided by Spark Aspiration.

When you create a Recipe Diary account or use Recipe Diary, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from further using the app, accessing our website, or using any other services provided by Spark Aspiration.

If you access or download Recipe Diary from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service; and/or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.

We, Spark Aspiration, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page and notify you through the services and/or the email address you provided when you created your account. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on 13 October 2022.

## Limitations of Use

By using Recipe Diary and our services, you warrant on behalf of yourself, any entity who you represent who has entered into these Terms of Service, and your users that you will not:

- modify, copy, prepare derivative works of, decompile, or reverse engineer Recipe Diary or any materials and software contained within Recipe Diary;
- access the services of Recipe Diary in order to build a similar or competitive website, product, or service;
- license, sell, transfer, assign, host, distribute, or otherwise commercially exploit our services;
- remove any copyright or other proprietary notations from Recipe Diary or any materials and software contained within Recipe Diary;
- transfer Recipe Diary or any of its associated materials to another person or “mirror” the materials on any other server;
- knowingly or negligently use Recipe Diary or any of its associated services in a way that abuses or disrupts our networks or any other service Spark Aspiration provides;
- use Recipe Diary or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
- use Recipe Diary or its associated services in violation of any applicable laws or regulations;
- use Recipe Diary to send unauthorized advertising or spam;

- harvest, collect, or gather user data without the user's consent; or
- use Recipe Diary or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

## **Intellectual Property**

The intellectual property in the materials in Recipe Diary are owned by or licensed to Spark Aspiration. The visual interfaces, graphics, design, compilation, information, data, computer code, products, services, trademarks, and all other elements of our services are protected by intellectual property and other laws. You may download Recipe Diary, to view, use, and display the application on your personal device for your personal use only. Spark Aspiration reserves all rights to the Materials not granted expressly in these Terms.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or these Terms of Service, and may be terminated by Spark Aspiration at any time.

## **User-Generated Content**

You retain your intellectual property ownership rights over content you submit to us for publication within Recipe Diary. We will never claim ownership of your content, but we do require a license from you in order to use it.

When you use Recipe Diary or its associated services to post, upload, share, or otherwise transmit content covered by intellectual property rights, you grant to us a non-exclusive, unlimited, royalty-free, transferable, sub-licensable, worldwide license to use, distribute, modify, run, copy, publicly display, translate, or otherwise create derivative works of your content in a manner that is consistent with your privacy preferences and our Privacy Policy. You also agree that we may remove metadata associated with your content, which shall be considered a modified or derivative work of your content. The license you grant us can be terminated at any time by deleting your content or account. However, you agree that any modified or derivative work of your content shall remain under ownership of Recipe Diary services in perpetuity, including but not limited to, compressed or otherwise altered media content (images and/or videos), and promotional works.

You agree that any images or other form of media chosen to be downloaded from the Internet through our services is permitted by the owner(s) of respective media, either through written permission or applicable license, and that you accept sole responsibility for any images you select to download onto our services. You further accept that we may remove your content at any time, should we encounter a verifiable copyright claim.

You give us permission to use your username and other identifying information associated with your account in a manner that is consistent with your privacy preferences, and our Privacy Policy.

## **Automatic Updates**

You give us permission to download and install updates to Recipe Diary on your device in accordance with your privacy preferences. This permission can be revoked at any time by deleting Recipe Diary from your device.

## **Liability**

Recipe Diary and the materials in Recipe Diary are provided on an 'as is' basis. To the extent permitted by law, Spark Aspiration makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall Spark Aspiration or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use Recipe Diary, or any other services provided by Spark Aspiration or the materials in Recipe Diary, even if Spark Aspiration or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, "consequential loss" includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## **Indemnity**

Except to the extent prohibited by law, you agree to defend, indemnify, and hold Spark Aspiration, its affiliates, and their respective, directors, officers, employees, affiliates, agents, contractors, third-party service providers, and licensors harmless from and against any claim or demand made by any third party, and any related liability, damage, loss, and expense (including costs and attorneys' fees) due to, arising out of, or in connection with: (a) your use of the our services, (b) your violation of these Terms of Service, (c) your violation of applicable laws or regulations, or (d) your content. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

## **Accuracy of Materials**

The materials appearing in Recipe Diary are not comprehensive and are for general information purposes only. To the extent permitted by law, Spark Aspiration does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials in Recipe Diary, or otherwise relating to such materials or on any resources linked to Recipe Diary.

## **Subscriptions**

Recipe Diary allows you to access certain premium benefits or features in exchange for a recurring fee, as applicable to the relevant benefits or features (collectively, each a "Paid Service" and collectively the "Paid Services"). Benefits of these Paid Features are subject to change at any time, at the sole discretion of Spark Aspiration. Pricing of our Paid Features are further subject to change at any time, at the sole discretion of Spark Aspiration. Subscriptions offered by our services are auto-renewing. Pricing may vary based on a user's geographical location.

Paid Services are currently processed through the Apple App Store and Google Play Store. Refunds and cancellations of Paid Services can be done through the user's respective store of purchase, and are subject to the respective stores' Terms and Conditions at the time of request. By purchasing a Paid Service, you agree that you are solely responsible for monitoring any fees and recurring charges made as a result of purchasing the respective Paid Service, and are solely responsible for canceling your Paid Service when no longer needed to avoid excess billing.

If your payment method on file becomes invalid due to an expired payment card or other similar reason and we are unable to charge you for our Paid Services, Spark Aspiration reserves the right to immediately revoke your access to any Paid Service you have ordered until you update your payment method. Spark Aspiration reserves the right to cancel your subscription at any time due to failure of payment.

Where permissible by law or legal terms, all transactions are final, and we do not refund or credit for partially used billing periods.

## **Links**

Spark Aspiration has not reviewed all of the sites linked to Recipe Diary or on its corresponding services and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by Spark Aspiration of the site. Use of any such linked website is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

## **Notice regarding Apple**

To the extent that you are using or accessing Recipe Diary on an iOS device, you acknowledge and agree to the terms of this clause. You acknowledge that these Terms of Service are between you and Spark Aspiration only, not with Apple Inc. (Apple), and Apple is not responsible for Recipe Diary and any materials available in Recipe Diary.

Apple has no obligation to furnish you with any maintenance and support services with respect to Recipe Diary.

If Recipe Diary fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Recipe Diary and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be our responsibility.

Apple is not responsible for addressing any claims by you or any third party relating to Recipe Diary or your use of Recipe Diary, including but not limited to (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.

Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.

You agree to comply with any applicable third-party terms when using Recipe Diary, including any Usage Rules set forth in the Apple App Store Agreement of Service.

Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Service, and upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary of these Terms of Service.

You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **Right to Terminate**

We may suspend or terminate your Recipe Diary account and right to use Recipe Diary and these Terms of Service immediately, with or without notice to you, for any breach of these Terms of Service. Furthermore, you agree that we may discontinue our services at any time, for any reason, with or without notice to you, if we believe it is no longer viable for our services to remain active.

## **Severance**

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

## **Governing Law**

These Terms of Service are governed by and construed in accordance with the laws of Virginia, United States of America. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.