

Privacy Policy & Terms of Service

We are delighted and humbled to have you using our products and services ("the Service/s"). By installing our mobile application or in any way using or accessing our Services, you accept this Privacy Policy & Terms of Service ("Terms") and the processing of your personal data. Therefore, it is really important that you carefully read through these Terms.

Privacy Policy

Memotopia wants to help you train your brain and memory via small fun and challenging games. In order to do this, we need to understand how you use and interact with the Services, to deliver an exceptional service that is personalised and relevant to you. This is done by collecting and processing personal data from you, as detailed below

Your privacy and the security of your personal data is of the utmost importance to us. This Privacy Policy has been created to explain how and why we gather, store, share and use your personal data - as well as outline when and how you choose to share your personal data and the choices and controls you have around that.

Personal Data We Collect From You

When you register for our Services, we collect personal data from you such as your email address, and if you register through Facebook or Google, your first and last name. Depending on how you continue to use the Services, you will regularly upload personal data onto your account. As we continuously work to improve our Services, additional personal data may be collected from you. In such cases, we will notify you when the personal data collection takes place.

Data Processing That is Necessary to Provide the Services

As a part of offering the Services to you, we process the personal data that you provide us with at the time of registration, such as:

- E-mail
- First and last name
- Device identifier, i.e. information on what device, IP-address etc you use to register and log on to the Services

As you continue to use the Services, you will regularly provide Memotopia with further personal data, which will be in use of tracking your memory progress and help us help you more effectively. In future features there may be the need of your photo upload by which you may be identified in the Memotopia ecosystem.

If you connect to the Services using a Third-Party Application (e.g. Google, Facebook), Memotopia will collect and use your personal information from such Third Party Applications. Personal information could be your username, name, profile picture and email address.

Some of the data mentioned above, collected from you and processed by Memotopia for certain features of the Services, is possible for us to delete and cease processing for the future if you so require, without you having to terminate your use of the entire Services, i.e., not all data (submitted over time by you to us either directly or through third-party services) is required for you to still be able to use the Services. If you want us to cease processing certain data about you under this category, we will inform about the consequences of such cease, i.e., how it will affect your use of the features of the Services.

Profiling of Your Data

The purpose of Memotopia is to help our users train their brain and improve their memory, based on profound knowledge and the latest research and science in regards to these aspects. We cooperate with memory athletes to enable this and be at the forefront of research. To be able to offer you as a user the most relevant features of the Services that will help you grow in accordance with our purpose, we also analyze the usage of the Services

The data we process will be user game scores where we will track actions taken by you. Examples of such user game scores are when you take actions on the Services, play the games, come up with some score that enables us to figure it out if you are progressing in your brain training journey and suggest you the next steps to follow for your best benefit.

Please note that the profiling of your data can also be used as the basis for marketing towards other new potential customers on platforms other than than the Services, such as other social media platforms (e.g. Facebook, Instagram). This is called a look-a-like-process of recruiting new customers, and it does not mean that you will receive any marketing. Nor does it mean that any other third parties will gain access to your data for any other purpose than for Memotopia to reach new customers. Third-party providers such as social media will only process your data on behalf of Memotopia as processors. For more on this, see under TRANSFER OF DATA below

The description above of how Memotopia processes your personal data for profiling purposes does not require any consent as a legal ground to be processed. If this should be the case, i.e. if, under relevant personal data regulation, consent is required for the use as described above, you hereby give your consent to Memotopia using your personal data as defined above for profiling, for the purpose of improving the Services and for providing customer support.

Data Processing Based on Consent as the Legal Ground for Marketing

You hereby consent to Memotopia using all your personal data for profiling and marketing purposes via emails, notifications, or other messages, by Memotopia or Memotopia's selected business partners. Profiling will be used for marketing purposes to enable personalized and relevant offers to you, based on your preferences, see more above under "Profiling of Your Data".

Marketing will only be sent to you by Memotopia; no personal data will be transferred to third parties for marketing purposes, other than possibly to service providers on assignment by Memotopia. However, these providers do not have any rights to use the data for any other purposes than to what they have been assigned to on behalf of Memotopia.

Customer Relationship as the Legal Ground

Worth noting is that marketing sent by Memotopia to you on the basis of a customer relationship as a legal ground for processing personal data does not require a consent. Such data will be processed and used in compliance with relevant personal data regulation.

Opting Out from Memotopia's Marketing

In case you do not want Memotopia to use your personal data for the purpose of marketing, you may at any time opt-out from receiving any further messages by clicking the "unsubscribe" link at the bottom of such a message, or by using such opt-out features as are available in the app settings in the Services.

Transfer of Data

Personal data collected from you may be shared with third-party providers of Memotopia that process personal data on behalf of Memotopia; such as server hosting providers, data storage providers, companies carrying out system and sales performance monitoring, customer support system providers and payment service providers. These service providers will be considered processors of your personal data.

At times, some of your personal data may be transferred to and processed by processors, as described above, that are established in the United States or other countries (some of which will be outside the EEA). Memotopia will always apply safeguards to protect your personal data from unauthorized disclosure. We may also transfer your personal data in the event that our business (or part of it) is sold, for instance as part of a merger or acquisition. In case of transfer of data to third parties that are outside of the EU or EEA and that do not offer an adequate level of data protection, Memotopia will apply the EU Commission's model clauses and/or binding corporate rules, or similar instruments/mechanism, for the safeguarding of integrity and security.

In no event does Memotopia transfer personal data to third parties with the right for such parties to use the data other than on behalf of Memotopia.

Memotopia may further disclose your personal data in order to comply with a legal or regulatory obligation if we reasonably believe that this is required by law, regulation or other legislation, or in order to protect and defend Memotopia, our business partners or users' rights and interests, subject always to relevant applicable personal data regulation.

How to Rectify Personal Data

You have the right to request access to and rectification or erasure of your personal data that Memotopia is processing. If your request for rectification concerns data that is necessary for Memotopia to offer the Services, such requests will have the effect that your account at Memotopia will be terminated. If you wish to exercise this right, please contact us at support@memotopia.com. An application shall be made in writing and must be signed by you.

Portability of Your Data

You have the right to receive your personal data which you have provided to Memotopia, in accordance with relevant personal data regulation, provided that such request does not adversely affect the rights and freedoms of others.

Questions and Complaints Regarding Processing of Your Personal Data

If you have any questions or complaints about our processing of your personal data, you are welcome to contact us at support@memotopia.com.

Security of the Personal Data We Process

The security and integrity of your personal data are important to us. In addition to complying with applicable relevant personal data regulation, we use accepted industry standards, technologies, and procedures, such as firewalls, security software, etc., in order to protect the integrity of your personal data and to prevent any unauthorized access.

Even though we try our best, no system can be 100% secure. Despite our efforts, there is always a risk of unauthorized access to your personal data. By using our Services, you assume this risk. We urge you to use a unique and strong password to your user account on the Services as well as to protect such password. To minimize the risk of unauthorized access, you should also limit access to your mobile phone, tablet, and log out after having used the Services.

Age Limitation

If you are under age 13, you are not allowed not submit any personal data through our Services. Further, we encourage parents and legal guardians to monitor their children's Internet use and to help us in enforcing our Privacy Policy by instructing their children to never provide any personal data through our Service without their permission.

Children between the ages 13 to 15 are allowed to use the Services, provided that we have received consent from their parents and legal guardians. If you become aware that a child under the age of 13 has submitted personal data to us, or a person between the ages 13 and 15 years has submitted personal data to us without parental or legal guardian consent to use the Services, please contact us at support@memotopia.com.

Changes to Our Privacy Policy

It may become necessary to make changes to this Privacy Policy from time to time. Therefore, we reserve the right to update and/or modify this Privacy Policy at any time by giving notice to you. Please review this Privacy Policy frequently, and especially before you register an account with us.

Contact

We will communicate with you by email. Please be aware that if you unsubscribe from our mailing list you will still be receiving answers to your questions sent to our support but you will not be receiving promotional emails.

We welcome your feedback and questions regarding our Services. If you have any questions, feedback or suggestions regarding our Privacy Policy, please contact us at support@memotopia.com.

Personal Data Controller

Responsible for the processing of your personal data is:

Memotopia

41276 Göteborg

Sweden

support@memotopia.com

Terms of Service

We are delighted and humbled to have you using our products and services ("the Service/s"). By installing our mobile or in any way using or accessing our Services, you accept this Terms of Service ("Terms") and the processing of your personal data. Therefore, it is really important that you carefully read through these Terms.

Use of Our Services

In order to use our Services, there are a few rules you need to follow. Do not misuse the Services, so that either Memotopia or anyone else is harmed in any way. You may only use the Services as permitted by law and these Terms.

Subject to your compliance with these Terms, Memotopia grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the Services, solely for your personal, noncommercial use

The Service may provide communication channels designed to enable you to communicate with other Service users. Memotopia has no obligation to monitor these communication channels but it may do so and reserves the right to review materials posted to the Communication Channels and to remove any materials (including without limitation User Content), at any time, with or without notice for any reason, at its sole discretion.

Memotopia may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that any User Content (including without limitation chats, postings, or materials posted by users) on the Communication Channels is neither endorsed nor controlled by Memotopia. Memotopia will not under any circumstances be liable for any activity within Communication Channels.

As a condition of your use of the Services, and without limiting your other obligations under these Terms, you agree to comply with the restrictions and rules of use set forth in this Section as well as any additional restrictions or rules (such as application-specific rules) set forth in the Service.

In furtherance of the foregoing, and as an example and not as a limitation, you agree not to use the Service in order to:

1. post, upload, transmit or otherwise disseminate information that is obscene, indecent, vulgar, pornographic, sexual or otherwise objectionable
2. defame, libel, ridicule, mock, stalk, threaten, harass, intimidate or abuse anyone, hatefully, racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable

3. violate the contractual, personal, intellectual property or other rights of any party including using, uploading, transmitting, distributing, or otherwise making available any information made available through the Service in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity)
4. attempt to obtain passwords or other private information from other members
5. improperly use support channels or complaint buttons to make false reports to Memotopia
6. use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Service or any Memotopia game experience
7. use the Service in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third-party software designed to modify or interfere with the Service or any Memotopia game experience
8. without Memotopia's express written consent, modify or cause to be modified any files that are a part of the Service
9. institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service
10. attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Memotopia, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service
11. interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms
12. use any unauthorized third-party software that accesses, intercepts, "mines", or otherwise collects information from or through the Service or that is in transit from or to the Service, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Service
13. intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server, or the Service, whether through the use of a network analyzer, packet sniffer or other device
14. make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure

15. use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by Memotopia
16. exploit, distribute or publicly inform other members of any game error, miscue or bug which gives an unintended advantage
17. violate any applicable laws or regulations, or promote or encourage any illegal activity including, but not limited to, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Service

These rules of use are not meant to be exhaustive, and Memotopia reserves the right to determine what conduct it considers to be a violation of the Terms or improper use of the Service and to take action up to and including termination of your account and exclusion from further participation in the Service.

Ownership and Intellectual Property

All rights, title and interest in and to all materials that are part of the Service (including, but not limited to, designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement), except for "User Content" (as defined below), collectively referred to as the "Service Materials", are, as between Memotopia and you, owned by Memotopia and/or its third-party licensors. You acknowledge and agree that you shall not acquire any ownership rights whatsoever by downloading Service Materials.

You agree to grant Memotopia a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use User Content to the extent necessary for Memotopia to operate and maintain the Service. This license shall remain valid until the respective User Content is deleted from the Service by you or by Memotopia in accordance with these Terms and our Privacy Policy.

You agree that you shall not modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, or sell in any form or by any means, in whole or in part, or otherwise exploit the Service Materials without Memotopia's express prior written permission. All other uses of copyrighted material, including any derivative use, require express prior written permission from Memotopia.

Any reproduction or redistribution of Service Materials not in accordance with these Terms is expressly prohibited and may result in severe civil and criminal penalties. You acknowledge that you do not acquire any ownership rights by using the Service or by accessing any Service Materials posted on the Service by Memotopia, or any derivative works thereof. All rights not expressly granted by these Terms are reserved by Memotopia and its

licensors, and no license is granted hereunder by estoppel, implication or otherwise.

User Content

By submitting any data, text, video, audio, graphics, photographs and their selection and arrangement, and any other materials to the Service (hereinafter "User Content"), you hereby grant to Memotopia a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use User Content to the extent necessary for Memotopia to operate and maintain the Service to you and other users.

All User Content is the sole responsibility of the person from whom the User Content originated. Thus, users are responsible, and Memotopia is not responsible for any files users upload, post, or otherwise make available.

Memotopia may or may not regulate User Content and does not guarantee the accuracy, quality, or integrity of any User Content posted via the Memotopia application. By using the Service you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that Memotopia will not under any circumstances be liable for any User Content, including, but not limited to, errors in any User Content, or any loss or damage incurred by use of the User Content.

You represent and warrant that User Content you transmit or submit is original to you and that you exclusively own the rights to such content, including the right to grant all of the rights and licenses in these Terms without Memotopia incurring any third-party obligations or liability arising out of its exercise of such rights and licenses.

We will not share your personal data with third parties without your permission, except in the limited circumstances as described below. Personal data collected from you may be shared with our affiliates, agents and business partners, in accordance with our Privacy Policy, see above. We may disclose your personal data in order to comply with a legal or regulatory obligation if we reasonably believe that this is required by law, regulation or other legislation, or in order to protect and defend Memotopia, our business partners or users' rights and interests.

At times, some of your personal data may be transferred and processed in the United States or any other country (some of which will be outside the EEA), in which Memotopia, its affiliates, subsidiaries or service providers maintain facilities, but we will always apply safeguards to protect your personal data from unauthorized disclosure. By registering an account with us or using our Services you consent to any such transfer of personal data outside the EEA. We may also transfer your personal data in the event that our business (or part of it) is sold, for instance as part of a merger or acquisition.

Memotopia reserves the right to remove and permanently delete any User Content from the Service with or without notice for any reason or no reason. You may notify Memotopia of any User Content that you believe violates these Terms, or other inappropriate user behavior, by emailing support@memotopia.com.

Memotopia Premium

This section only applies when you purchase and/or subscribe to Memotopia Premium or other paid products. By paying the subscription fee you get access to Memotopia Premium during the time your subscription is valid, subject to these Terms.

All subscriptions with Memotopia Premium are paid in advance. You may at any time terminate a renewal of your subscription, in which case your subscription will still be valid for the subscription time you have already paid for.

If you have subscribed to Memotopia through the use of Apple App Store, Google Play Store or any other such service provider, you can only cancel your subscription through the use of their service. Subscription fees can be found in the mobile application.

Memotopia accepts a variety of different methods of payment, such as Apple iTunes, and Google Play. Special terms and conditions may apply. Memotopia reserves the right to change the subscription fees from time to time.

You hereby consent to start using the Services immediately upon subscribing with Memotopia Premium or other paid products. This means that you will only have 14 days to withdraw from the contract with Memotopia from the date you receive confirmation of your subscription via email if you do not start using the Services during that period. To use your right of withdrawal you must send an email to Memotopia (you will find our contact details at the bottom of this document). Any prepaid fees will be refunded within 30 days.

For the purposes of Memotopia's Premium Lifetime subscription, Lifetime equals 100 years or until the date Memotopia ceases to commercially offer the Services.

All payments handled by Apple, such as in-app purchases, can only be refunded by Apple and with Apple's consent. If you would like to contact Apple, please [click here](#). Default in payment shall not be deemed as a termination of a Memotopia Premium subscription.

Subscriptions automatically renew unless auto-renew is turned off at least 24-hours before the end of the current period.

The account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal.

Termination

You may terminate your account at any time and for any reason.

Memotopia may terminate your account and your access to the Service (or, at Memotopia's sole option, applicable portions of the Service) at any time and for any reason. Memotopia is not required to provide you with any notice or warning prior to any such termination.

Please note that uninstalling the mobile application or closing your account will not automatically stop your subscription — you must actively cancel the subscription. Please note that if you have subscribed to Memotopia through the use of App Store, Google Play Store, or any other such service provider, you can only cancel your subscription through the use of their services.

Disclaimer and Limitation of Liability

You are responsible for your own health. Memotopia is not a medical service and is not to be used for the purpose of seeking, and Memotopia is not providing, medical treatment or advice. Information made available through the Services and by our partners and affiliates shall solely be used for recreational and educational purposes.

You use the Service at your own risk. The Service is provided "AS IS", without any warranties, and Memotopia does not warrant that the Service and availability thereof will be uninterrupted or error-free. Memotopia does not assume any responsibility for errors or omissions in the information or software or other documents, including User Content, which are referenced by or linked to. References or links to third parties' websites are provided "AS IS" without warranty of any kind, either express or implied.

Memotopia cannot guarantee that the information provided in our database is accurate, reliant or complete. Memotopia is not responsible for any personal injury or any other damages that may have been the result, direct or indirect, of any use or misuse of the Services.

In no event shall Memotopia or its affiliates, officers and/or employees be liable with respect to Memotopia for (i) in the aggregate, any amount in excess of the fees paid by you to subscribe to Memotopia (ii) lost profits, lost data, or failure to meet any duty including without limitation good faith and reasonable care arising out of your access to or use Memotopia; or (iii) any direct, indirect, incidental, punitive, special, exemplary, or consequential damages of any kind whatsoever.

You agree that this limitation of liability is a reasonable allocation of risk and is a fundamental element of the basis of the bargain between Memotopia

and you. You understand that Memotopia would not be provided without such limitations. Some jurisdictions do not allow the limitations in this section, so they may not apply to you.

Governing Law and Dispute Resolution

These Terms and the use of the Services are governed by the laws of Sweden, except for its conflicts of laws principles. All claims arising out of or relating to these Terms or the Service shall be resolved by the public Swedish courts, whereby the District Court of Gothenburg shall be the court of first instance.

Contact Details

For further information, inquiries or assistance you may contact Memotopia. Customer Service is available in ways specified on the website or in the apps. The channels for support might differ from time to time.

Memotopia
41276 Göteborg
Sweden
support@memotopia.com