

END USER LICENSE AGREEMENT

This End-User License Agreement (this "EULA") is a legal agreement between you ("Licensee") and Peek ("Licensor"), the author of Peek: TV Shows and Movies, including all HTML files, XML files, Java files, graphics files, animation files, data files, technology, development tools, scripts and programs, both in object code and source code (the "Software"), the deliverables provided pursuant to this EULA, which may include associated media, printed materials, and "online" or electronic documentation.

By installing, copying, or otherwise using the Software, Licensee agrees to be bound by the terms and conditions set forth in this EULA. If Licensee does not agree to the terms and conditions set forth in this EULA, then Licensee may not download, install, or use the Software.

1. Grant of License

A) Scope of License. Subject to the terms of this EULA, Licensor hereby grants to Licensee a royalty-free, non-exclusive license to possess and to use a copy of the Software.

B) Installation and Use. Licensee may install and use an unlimited number of copies of the Software solely for Licensee's personal use.

2. Description of Rights and Limitations

A) Limitations. Licensee and third parties may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.

B) Update and Maintenance. Licensor shall provide updates and maintenance on the Software on an as needed basis.

C) Separation of Components. The Software is licensed as a single product. Its components may not be separated for use on more than one computer.

3. Title to Software. Licensor represents and warrants that it has the legal right to enter into and perform its obligations under this EULA, and that use by the Licensee of the Software, in accordance with the terms of this EULA, will not infringe upon the intellectual property rights of any third parties.

4. Intellectual Property. All now known or hereafter known tangible and intangible rights, title, interest, copyrights and moral rights in and to the Software, including but not limited to all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are owned by Licensor. The Software is protected by all applicable copyright laws and international treaties.

5. No Support. Licensor has no obligation to provide support services for the Software.

6. Duration. This EULA is perpetual or until:

A) Automatically terminated or suspended if Licensee fails to comply with any of the terms and conditions set forth in this EULA; or

B) Terminated or suspended by Licensor, with or without cause.

In the event this EULA is terminated, you must cease use of the Software and destroy all copies of the Software.

7. Jurisdiction. This EULA shall be deemed to have been made in, and shall be construed pursuant to the laws of the District of Columbia, without regard to conflicts of laws provisions thereof. Any legal action or proceeding relating to this EULA shall be brought exclusively in courts located in Washington, DC, and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. This EULA is made within the exclusive jurisdiction of the United States, and its jurisdiction shall supersede any other jurisdiction of either party's election.

8. Non-Transferable. This EULA is not assignable or transferable by Licensee, and any attempt to do so would be void.

9. Severability. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EULA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.

10. WARRANTY DISCLAIMER. LICENSOR, AND AUTHOR OF THE SOFTWARE, HEREBY EXPRESSLY DISCLAIM ANY WARRANTY FOR THE SOFTWARE. THE SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSEE ACCEPTS ANY AND ALL RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE.

11. LIMITATION OF LIABILITY. LICENSOR SHALL NOT BE LIABLE TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE ANY LOSS OF PROFITS, INCOME, SAVINGS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGE, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UNDER NO CIRCUMSTANCES SHALL LICENSOR'S AGGREGATE LIABILITY TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE, EXCEED THE FINANCIAL AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR FOR THE SOFTWARE.

12. Entire Agreement. This EULA constitutes the entire agreement between Licensor and Licensee and supersedes all prior understandings of Licensor and Licensee, including any prior representation, statement, condition, or warranty with respect to the subject matter of this EULA.

13. Additional Provisions and/or Disclosures. We have the right to collect user data or product feedback. There is no tolerance for objectional content. Objectional content most users would find offensive, upsetting, or inappropriate such as defamatory commentary or hate speech about race, gender, religion, and the like; overly sexual material that is explicit in nature; portrayals of extreme violence or content that encourages violence; any forms of bullying and harassment; and illegal activities. We have the right to remove any content we find objectional and block users who post such content. You must adhere to third party EULA agreements and terms and conditions.

This page intentionally left blank.

GENERAL INSTRUCTIONS

WHAT IS AN END USER LICENSE AGREEMENT?

An End User License Agreement is a contract between two parties -- the licensor and the licensee -- for the right to use proprietary software. The licensor or vendor is often an individual or software company who created the software. The licensee is the user who pays a fee to use, download, or install a copy of the software.

An End User License Agreement is often known by its abbreviated form EULA. An EULA protects the licensor or copyright owner of the software by prohibiting the licensee from re-selling the software for their own personal gain at your expense. A license essentially gives the user "permission" or a limited right to use the software.

WHEN IS IT NEEDED?

An End User License Agreement is commonly used when an individual or company gives creates proprietary software and would like to make money by allowing others to use the program in limited ways. If the licensor is worried about their copyright, an EULA prevents others from copying the source code, selling the software as their own, or transferring the software to a non-paying user.

Without an End User License Agreement, a software publisher is in many ways agreeing to a free and open-source software license. In these "copyleft" situations, all future versions of the software must continue to be distributed for free. Instead, if the individual or company who created the software wants to earn money, an EULA protects their their source code and specially written program, mobile app, or website from being copied or used without permission.

MOST COMMON SITUATIONS

- websites mobile apps
- software applications
- computer programs

WHAT SHOULD BE INCLUDED?

To be valid, an End User License Agreement must include at least the following:

- **Disclaimer of Warranties:** the software is often provided "as is" and the licensor is not responsible for any problems that may arise from using the software
- **Governing Law:** which state's laws will apply if there is a dispute or problem
- **Infringement Acknowledgement:** the user is responsible for any legal issues related to copyright infringement
- **Licensor:** name and address of the individual or company who created the software
- **Licensee:** name and address of the user who wants to install or download the software
- **License Granting:** limitations on how the software can be used by the licensee
- **Limitations of Liability:** whether the licensor will be responsible for any damages or problems that arise from using the software
- **Maintenance and Support:** whether the user will be provided support on site or by phone, either 24 hours 7 days per week, quarterly, or annually
- **Software:** name or title of the computer software program created and now licensed
- **Termination:** whether the software developer has the right to end the license if the user violates the EULA or other issues arise
- **Use Restrictions:** the licensee is limited in how they can legally or illegally use the software

OTHER NAMES

As a reference, an End User License Agreement is known by other names, which include: Browse Wrap Agreement, Click-Wrap License, EULA, End-Use License Agreement, License Agreement, Licensed Application End-User Agreement, Shrink-Wrap License, Software License Agreement.

PRIVACY POLICY

Last updated June 06, 2020

Thank you for choosing to be part of our community at Peek: TV Shows & Movies (“**Company**”, “**we**”, “**us**”, or “**our**”). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about our policy, or our practices with regards to your personal information, please contact us at peekiosapp@gmail.com.

When you visit our mobile application, and use our services, you trust us with your personal information. We take your privacy very seriously. In this privacy policy, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy policy that you do not agree with, please discontinue use of our Apps and our services.

This privacy policy applies to all information collected through our mobile application, (“**Apps**”), and/or any related services, sales, marketing or events (we refer to them collectively in this privacy policy as the “**Services**”).

Please read this privacy policy carefully as it will help you make informed decisions about sharing your personal information with us.

TABLE OF CONTENTS

- [1. WHAT INFORMATION DO WE COLLECT?](#)
- [2. HOW DO WE USE YOUR INFORMATION?](#)
- [3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?](#)
- [4. WHO WILL YOUR INFORMATION BE SHARED WITH?](#)
- [5. HOW DO WE HANDLE YOUR SOCIAL LOGINS?](#)
- [6. WHAT IS OUR STANCE ON THIRD-PARTY WEBSITES?](#)
- [7. HOW LONG DO WE KEEP YOUR INFORMATION?](#)
- [8. HOW DO WE KEEP YOUR INFORMATION SAFE?](#)
- [9. WHAT ARE YOUR PRIVACY RIGHTS?](#)
- [10. DATA BREACH](#)
- [11. CONTROLS FOR DO-NOT-TRACK FEATURES](#)
- [12. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?](#)
- [13. DO WE MAKE UPDATES TO THIS POLICY?](#)
- [14. HOW CAN YOU CONTACT US ABOUT THIS POLICY?](#)

1. WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to us

In Short: We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when registering at the Apps, expressing an interest in obtaining information about us or our products and services, when participating in activities on the Apps (such as posting messages in our online forums or entering competitions, contests or giveaways) or otherwise contacting us.

The personal information that we collect depends on the context of your interactions with us and the Apps, the choices you make and the products and features you use. The personal information we collect can include the following:

Publicly Available Personal Information. We collect first name, maiden name, last name, and nickname; phone numbers; email addresses; social media; and other similar data.

Personal Information Provided by You. We collect app usage; data collected from surveys; and other similar data.

Social Media Login Data. We may provide you with the option to register using social media account details, like your Facebook, Twitter or other social media account. If you choose to register in this way, we will collect the Information described in the section called "HOW DO WE HANDLE YOUR SOCIAL LOGINS" below.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

***In Short:** Some information — such as IP address and/or browser and device characteristics — is collected automatically when you visit our Apps.*

We automatically collect certain information when you visit, use or navigate the Apps. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Apps and other technical information. This information is primarily needed to maintain the security and operation of our Apps, and for our internal analytics and reporting purposes.

Online Identifiers. We collect devices; applications; cookie identifiers, or others such as the ones used for analytics and marketing; tools and protocols, such as IP (Internet Protocol) addresses; and other similar data.

Information collected through our Apps

***In Short:** We may collect information regarding your mobile device, push notifications, when you use our apps.*

If you use our Apps, we may also collect the following information:

- *Mobile Device Access.* We may request access or permission to certain features from your mobile device, including your mobile device's calendar, camera, contacts, microphone, social media accounts, sms messages, storage, and other features. If you wish to change our access or permissions, you may do so in your device's settings.
- *Mobile Device Data.* We may automatically collect device information (such as your mobile device ID, model and manufacturer), operating system, version information and IP address.

- *Push Notifications.* We may request to send you push notifications regarding your account or the mobile application. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.

Information collected from other sources

In Short: We may collect limited data from public databases, marketing partners, social media platforms, and other outside sources.

We may obtain information about you from other sources, such as public databases, joint marketing partners, social media platforms (such as Facebook), as well as from other third parties. Examples of the information we receive from other sources include: social media profile information (your name, gender, birthday, email, current city, state and country, user identification numbers for your contacts, profile picture URL, and any other information that you choose to make public); marketing leads and search results and links, including paid listings (such as sponsored links). We will inform you about the source of information and the type of information and the type of information we have collected about you within a reasonable period after obtaining the personal data, but at the latest within one month.

2. HOW DO WE USE YOUR INFORMATION?

In Short: We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.

We use personal information collected via our Apps for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- **To facilitate account creation and logon process.** If you choose to link your account with us to a third party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process for the performance of the contract. See the section below headed "HOW DO WE HANDLE YOUR SOCIAL LOGINS" for further information.
- **Deliver targeted advertising to you.** We may use your information to develop and display content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness.
- **Request Feedback.** We may use your information to request feedback and to contact you about your use of our Apps.
- **To protect our Services.** We may use your information as part of our efforts to keep our Apps safe and secure (for example, for fraud monitoring and prevention).
- **To enable user-to-user communications.** We may use your information in order to enable user-to-user communications with each user's consent.
- **To enforce our terms, conditions and policies for Business Purposes, Legal Reasons and Contractual.**

- **To respond to legal requests and prevent harm.** If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.
- **To manage user accounts.** We may use your information for the purposes of managing our account and keeping it in working order.
- **To respond to user inquiries/offer support to users.** We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.
- **For other Business Purposes.** We may use your information for other Business Purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Apps, products, marketing and your experience. We may use and store this information in aggregated and anonymized form so that it is not associated with individual end users and does not include personal information. We will not use identifiable personal information without your consent.

3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

In Short: We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.

We may process or share data based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information in a specific purpose.
- **Legitimate Interests:** We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Contract:** Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- **Vital Interests:** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

- **Vendors, Consultants and Other Third-Party Service Providers.** We may share your data with third party vendors, service providers, contractors or agents who perform services for us or on our behalf and require access to such information to do that work. Examples include: payment processing, data analysis, email delivery, hosting services, customer service and marketing efforts. We may allow selected third parties to use tracking technology on the Apps, which will enable them to collect data about how you interact with the Apps over time. This information may be used to, among other things, analyze and track data, determine the popularity of certain content and better understand online activity. Unless described in this Policy, we do not share, sell, rent or trade any of your information with third parties for their promotional purposes. We have contracts in place with our data processors. This means that they cannot do anything with your personal information unless we have instructed them to do it. They will not share your personal information with any organisation apart from us. They will hold it securely and retain it for the period we instruct.
- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
- **Other Users.** When you share personal information (for example, by posting comments, contributions or other content to the Apps) or otherwise interact with public areas of the Apps, such personal information may be viewed by all users and may be publicly distributed outside the Apps in perpetuity. If you interact with other users of our Apps and register through a social network (such as Facebook), your contacts on the social network will see your name, profile photo, and descriptions of your activity. Similarly, other users will be able to view descriptions of your activity, communicate with you within our Apps, and view your profile.

4. WHO WILL YOUR INFORMATION BE SHARED WITH?

In Short: We only share information with the following third parties.

We only share and disclose your information with the following third parties. We have categorized each party so that you may be easily understand the purpose of our data collection and processing practices. If we have processed your data based on your consent and you wish to revoke your consent, please contact us.

- **Advertising, Direct Marketing, and Lead Generation**
Google AdSense
- **Affiliate Marketing Programs**
ViacomCBS and Amazon Affiliation
- **Allow Users to Connect to their Third-Party Accounts**
Facebook account, Google account, Instagram account and Twitter account
- **Cloud Computing Services**
Amazon Web Services (AWS) and Google Cloud Platform
- **Communicate and Chat with Users**
Google
- **Content Optimization**
YouTube video embed and Google

- **Data Backup and Security**
Google
- **Functionality and Infrastructure Optimization**
Firebase Legacy and Cloud Firestore
- **Social Media Sharing and Advertising**
Facebook social plugins and Google
- **User Account Registration and Authentication**
Facebook Login, Google Sign-In and Apple Sign-in
- **Web and Mobile Analytics**
Google Analytics
- **Website Hosting**
Github and Google
- **Website Performance Monitoring**
Firebase Crash Reporting and Firebase Performance Monitoring
- **Website Testing**
TestFlight and Google Play Console

5. HOW DO WE HANDLE YOUR SOCIAL LOGINS?

***In Short:** If you choose to register or log in to our services using a social media account, we may have access to certain information about you.*

Our Apps offer you the ability to register and login using your third party social media account details (like your Facebook or Twitter logins). Where you choose to do this, we will receive certain profile information about you from your social media provider. The profile Information we receive may vary depending on the social media provider concerned, but will often include your name, e-mail address, friends list, profile picture as well as other information you choose to make public.

We will use the information we receive only for the purposes that are described in this privacy policy or that are otherwise made clear to you on the Apps. Please note that we do not control, and are not responsible for, other uses of your personal information by your third party social media provider. We recommend that you review their privacy policy to understand how they collect, use and share your personal information, and how you can set your privacy preferences on their sites and apps.

6. WHAT IS OUR STANCE ON THIRD-PARTY WEBSITES?

***In Short:** We are not responsible for the safety of any information that you share with third-party providers who advertise, but are not affiliated with, our websites.*

The Apps may contain advertisements from third parties that are not affiliated with us and which may link to other websites, online services or mobile applications. We cannot guarantee the safety and privacy of data you provide to any third parties. Any data collected by third parties is not covered by this privacy policy. We are not responsible for the content or privacy and security practices and policies of any third parties, including other websites, services or applications that may be linked to or from the Apps. You should review the policies of such third parties and contact them directly to respond to your questions.

7. HOW LONG DO WE KEEP YOUR INFORMATION?

In Short: We keep your information for as long as necessary to fulfill the purposes outlined in this privacy policy unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this policy will require us keeping your personal information for longer than the period of time in which users have an account with us.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

8. HOW DO WE KEEP YOUR INFORMATION SAFE?

In Short: We aim to protect your personal information through a system of organizational and technical security measures.

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, please also remember that we cannot guarantee that the internet itself is 100% secure. Although we will do our best to protect your personal information, transmission of personal information to and from our Apps is at your own risk. You should only access the services within a secure environment.

9. WHAT ARE YOUR PRIVACY RIGHTS?

In Short: You may review, change, or terminate your account at any time.

If you are resident in the European Economic Area and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

If you have questions or comments about your privacy rights, you may email us at peekiosapp@gmail.com.

Account Information

If you would at any time like to review or change the information in your account or terminate your account, you can:

- Log into your account settings and update your user account.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

Opting out of email marketing: You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list – however, we will still need to send you service-related emails that are necessary for the administration and use of your account.

To otherwise opt-out, you may:

- Contact us using the contact information provided.
- Access your account settings and update preferences.

10. DATA BREACH

A privacy breach occurs when there is unauthorized access to or collection, use, disclosure or disposal of personal information. You will be notified about data breaches when Peek: TV Shows & Movies believes you are likely to be at risk or serious harm. For example, a data breach may be likely to result in serious financial harm or harm to your mental or physical well-being. In the event that Peek: TV Shows & Movies becomes aware of a security breach which has resulted or may result in unauthorized access, use or disclosure of personal information Peek: TV Shows & Movies will promptly investigate the matter and notify the applicable Supervisory Authority not later than 72 hours after having become aware of it, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons.

11. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track (“DNT”) feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy policy.

12. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

***In Short:** Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.*

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Apps, you have the right to request removal of unwanted data that you publicly post on the Apps. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Apps, but please be aware that the data may not be completely or comprehensively removed from our systems.

13. DO WE MAKE UPDATES TO THIS POLICY?

***In Short:** Yes, we will update this policy as necessary to stay compliant with relevant laws.*

We may update this privacy policy from time to time. The updated version will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. If we

make material changes to this privacy policy, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy policy frequently to be informed of how we are protecting your information.

14. HOW CAN YOU CONTACT US ABOUT THIS POLICY?

If you have questions or comments about this policy, you may email us at peekiosapp@gmail.com or by post to:

Peek: TV Shows & Movies

Washington, DC
United States

HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the laws of some countries, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please submit a request form by clicking [here](#). We will try to respond to your request within 30 days.

END USER LICENSE AGREEMENT

Last updated June 06, 2020

Peek: TV Shows and Movies is licensed to You (End-User) by Peek: TV Shows & Movies, located at Washington, District of Columbia, United States (hereinafter: Licensor), for use only under the terms of this License Agreement.

By downloading the Application from the Apple AppStore, and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement.

The parties of this License Agreement acknowledge that Apple is not a Party to this License Agreement and is not bound by any provisions or obligations with regard to the Application, such as warranty, liability, maintenance and support thereof. Peek: TV Shows & Movies, not Apple, is solely responsible for the licensed Application and the content thereof.

This License Agreement may not provide for usage rules for the Application that are in conflict with the latest [App Store Terms of Service](#). Peek: TV Shows & Movies acknowledges that it had the opportunity to review said terms and this License Agreement is not conflicting with them.

All rights not expressly granted to You are reserved.

1. THE APPLICATION

Peek: TV Shows and Movies (hereinafter: Application) is a piece of software created to share and recommend shows and movies - and customized for Apple mobile devices. It is used to Share television shows and movies with friends.

2. SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Application on any Apple-branded Products that You (End-User) own or control and as permitted by the Usage Rules set forth in this section and the App Store Terms of Service, with the exception that such licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing.

2.2 This license will also govern any updates of the Application provided by Licensor that replace, repair, and/or supplement the first Application, unless a separate license is provided for such update in which case the terms of that new license will govern.

2.3 You may not share or make the Application available to third parties (unless to the degree allowed by the Apple Terms and Conditions, and with Peek: TV Shows & Movies's prior written consent), sell, rent, lend, lease or otherwise redistribute the Application.

2.4 You may not reverse engineer, translate, disassemble, integrate, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Application, or any part thereof (except with Peek: TV Shows & Movies's prior written consent).

2.5 You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the App Store Terms of Service, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

2.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this license should be interpreted to restrict third-party terms. When using the Application, You must ensure that You comply with applicable third-party terms and conditions.

3. TECHNICAL REQUIREMENTS

3.1 Licensor attempts to keep the Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

3.2 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Application satisfies the technical specifications mentioned above.

3.3 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

4. NO MAINTENANCE OR SUPPORT

4.1 Peek: TV Shows & Movies is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Application.

4.2 Peek: TV Shows & Movies and the End-User acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the licensed Application.

5. LIABILITY

5.1 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this Agreement. To avoid data loss, You are required to make use of backup functions of the Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Application, You will not have access to licensed Application.

6. WARRANTY

6.1 Licensor warrants that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Application works as described in the user documentation.

6.2 No warranty is provided for the Application that is not executable on the device, that has been unauthorizably modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Peek: TV Shows & Movies's sphere of influence that affect the executability of the Application.

6.3 You are required to inspect the Application immediately after installing it and notify Peek: TV Shows & Movies about issues discovered without delay by e-mail provided in [Product Claims](#). The defect report will be taken into consideration and further investigated if it has been mailed within a period of _____ days after discovery.

6.4 If we confirm that the Application is defective, Peek: TV Shows & Movies reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

6.5 In the event of any failure of the Application to conform to any applicable warranty, You may notify the App-Store-Operator, and Your Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the App-Store-Operator will have no other warranty obligation whatsoever with respect to the App, and any other losses, claims, damages, liabilities, expenses and costs attributable to any negligence to adhere to any warranty.

6.6 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

7. PRODUCT CLAIMS

Peek: TV Shows & Movies and the End-User acknowledge that Peek: TV Shows & Movies, and not Apple, is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application, including, but not limited to:

(i) product liability claims;

(ii) any claim that the licensed Application fails to conform to any applicable legal or regulatory requirement; and

(iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Your Licensed Application's use of the HealthKit and HomeKit.

8. LEGAL COMPLIANCE

You represent and warrant that 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 that You are not listed on any U.S. Government list of prohibited or restricted parties.

9. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the licensed Application, please contact:

Peek

_____, _____

peekiosapp@gmail.com

10. TERMINATION

The license is valid until terminated by Peek: TV Shows & Movies or by You. Your rights under this license will terminate automatically and without notice from Peek: TV Shows & Movies if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

11. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

Peek: TV Shows & Movies represents and warrants that Peek: TV Shows & Movies will comply with applicable third-party terms of agreement when using licensed Application.

In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," Apple and Apple's subsidiaries shall be third-party beneficiaries of this End User License Agreement and - upon Your acceptance of the terms and conditions of this license agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

12. INTELLECTUAL PROPERTY RIGHTS

Peek: TV Shows & Movies and the End-User acknowledge that, in the event of any third-party claim that the licensed Application or the End-User's possession and use of that licensed Application infringes on the third party's intellectual property rights, Peek: TV Shows & Movies, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge or any such intellectual property infringement claims.

13. APPLICABLE LAW

This license agreement is governed by the laws of the District of Columbia excluding its conflicts of law rules.

14. MISCELLANEOUS

14.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

14.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.

14.3 We have the right to collect user data or product feedback. There is no tolerance for objectional content. Objectional content most users would find offensive, upsetting, or inappropriate such as defamatory commentary or hate speech about race, gender, religion, and the like; overly sexual material that is explicit in nature; portrayals of extreme violence or content that encourages violence; any forms of bullying and harassment; and illegal activities. We have the right to remove any content we find objectional and block users who post such content.