

Stalky App

Terms Of Use

By using the application Stalky App, you agree to be bound by these terms of use. The Service is owned or controlled by Beta.Limited Oü ("Stalky App"). Please read all of the Terms of Use, if you do not agree to be bound by all of these Terms of Use, do not access or use the services.

MAIN TERMS

Stalky App is a watching Instagram stories anonymously and analyzing story viewers application for Instagram® account holders. You are solely responsible for any activity that occurs through your account. You agree and undertake that you will use Stalky App for Instagram® accounts that are legally owned by you and you will not interfere with third party accounts. Stalky App prohibits the creation of an account for anyone other than yourself. You also represent that all information you provide or provided to Stalky App upon registration and at all other times will be true. You agree that you will not solicit, collect or use the login credentials of other Stalky App & Instagram © users. You are responsible for keeping your password secret and secure. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations. You are solely responsible for your conduct and content. You must not access Stalky App private API by means other than those permitted. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper. Violation of these Terms of Use may, in Stalky App's sole discretion, result in termination of your account. You understand and agree that Stalky App cannot and will not be responsible for your actions you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for Stalky App, we can stop providing all or part of the Service to you.

CONDITIONS OF USE

We reserve the right, in our sole discretion, to change these Terms of Use from time to time. We reserve the right to refuse access to the Service to anyone for any reason at any time. We reserve the right to force forfeiture of any username for any reason. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can deactivate your Stalky App account by logging into the Service and completing the form. If we terminate your access to the Service or you use the form detailed above to deactivate your account, your statistics, information and other data will no longer be accessible through your account. There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Service. The Service may also include third-party content that we do not control, maintain or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. Stalky App does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that Stalky App is in no way responsible or liable for any such third-party services or features. Your correspondence and business dealings with third parties found through the service are solely between you and the third party. You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an "Application") and such Application may interact with, connect to or gather and/or pull information from and to your Service profile. You agree that you are responsible for all data charges you incur through use of the Service. We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and photos.

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DISCLAIMER OF WARRANTIES

Stalky App do not represent or warrant that the service will be error-free or uninterrupted; that defects will be corrected; or that the service or the server that makes the service available is free from any harmful components, including, without limitation, viruses. Stalky App parties do not make any representations or warranties that the information on the service is accurate, complete, or useful. You acknowledge that your use of the service is at your sole risk. By accessing or using the service you represent and warrant that your activities are lawful in every jurisdiction where you access or use the service.

LIMITATION OF LIABILITY & WAIVER

Under no circumstances will Stalky App be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to use of Stalky App. Stalky App is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

INDEMNIFICATION

You agree to defend, indemnify and hold the Stalky App harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Stalky App in the defense of any claim. Stalky App reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Stalky App.

RESOLUTION OF DISPUTES, GOVERNING LAW & VENUE

These Terms of Use are governed by and construed in accordance with the Estonia Law, without giving effect to any principles of conflicts of law. Disputes with Stalky App and arising from the use of Stalky App shall resolve exclusively in the courts of Estonia. You agree that any claim you may have arising out of or related to your relationship with Stalky App must be filed within 3 months after such claim arose; otherwise, your claim is permanently barred.

TERRITORIAL RESTRICTIONS

We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that Stalky App provides.