Terms of Service for Folk App

Effective Date: 18 August 2025

Welcome to Folk App ("we," "our," "us"). By downloading, accessing, or using our mobile application and related services ("Services"), you agree to be bound by these Terms of Service ("Terms"). Please read them carefully.

If you do not agree, you may not use our Services.

1. Eligibility

You must be at least 13 years old (or the legal age of majority in your jurisdiction) to use our Services. By using the app, you confirm that you meet these requirements.

2. Account Registration

- You may be required to create an account to use certain features.
- You agree to provide accurate and complete information and keep it up to date.
- You are responsible for maintaining the confidentiality of your account credentials and all activities under your account.

3. Use of Services

You agree to use the Services only for lawful purposes and in accordance with these Terms. You will not:

- Use the Services for fraudulent, illegal, or harmful purposes
- Attempt to hack, disrupt, or reverse-engineer the Services
- Share or upload content that is abusive, offensive, or violates third-party rights
- Interfere with or disrupt the Services or servers connected to the Services
- Use the Services to transmit any viruses, malware, or other harmful code
- Violate any applicable laws or regulations

4. Intellectual Property

- All content, features, and functionality in the app (including text, graphics, logos, software) are owned by Folk App or its licensors.
- You are granted a limited, non-exclusive, non-transferable license to use the Services for personal, non-commercial use.
- You may not copy, modify, distribute, sell, or lease any part of our Services without our written permission.

5. Payments & Subscriptions

Some features may require payment or subscription:

- Payments are processed through third-party providers (e.g., App Store, Google Play).
- All purchases are subject to the provider's terms and conditions.
- Subscription fees are charged in advance and are non-refundable except as required by law.
- We reserve the right to change pricing with reasonable notice.

6. User Content

If you submit, upload, or share content through our Services:

- You retain ownership of your content
- You grant us a license to use, store, and display your content as necessary to provide the Services
- You represent that you have the right to share such content
- We may remove content that violates these Terms

7. Privacy

Your privacy is important to us. Please review our Privacy Policy, which explains how we collect, use, and protect your information when you use our Services.

8. Termination

We may suspend or terminate your account at any time if you:

- Violate these Terms
- Engage in fraudulent or harmful activity
- Cause harm to us, other users, or third parties

You may stop using the Services at any time by deleting your account or the app.

Upon termination, your right to use the Services will cease immediately.

9. Disclaimer of Warranties

The Services are provided "as is" and "as available" without warranties of any kind, express or implied. We do not guarantee:

- Uninterrupted, error-free, or secure operation
- That the Services will meet your requirements
- That any defects will be corrected
- The accuracy or reliability of any information obtained through the Services

10. Limitation of Liability

To the maximum extent permitted by law, Folk App shall not be liable for any indirect, incidental, special, or consequential damages arising out of your use of the Services, including but not limited to:

- Loss of profits, data, or business opportunities
- Personal injury or property damage
- Interruption of business
- Loss of business information

Our total liability shall not exceed the amount you paid for the Services in the 12 months preceding the claim.

11. Indemnification

You agree to indemnify and hold harmless Folk App, its affiliates, and employees from any claims, damages, liabilities, and expenses arising from:

- Your use of the Services
- Your violation of these Terms
- Your violation of any third-party rights
- Any content you submit or share through the Services

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of law provisions.

13. Dispute Resolution

Any disputes arising from these Terms or your use of the Services shall be resolved through binding arbitration in accordance with Malaysian law, except where prohibited by local law.

14. Changes to the Terms

We may update these Terms from time to time. Updates will be posted in the app with the new effective date. Continued use of the Services means you accept the updated Terms.

Material changes will be communicated to you via email or in-app notification.

15. Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

16. Entire Agreement

These Terms constitute the entire agreement between you and Folk App regarding the use of the Services and supersede all prior agreements.

17. Contact Information

If you have any questions about these Terms of Service, please contact us:

> **Address:** No 14, Jalan Istana, 41000 Klang, Selangor, Malaysia
>
> **Phone:** +60 16-605 6709
>
> **Email:** hello@folkkk.com
>
> **Business Hours:** Monday - Friday, 9:00 AM - 6:00 PM

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