

Perf

Terms of Service

Effective Date: September 14, 2026

Last Updated: September 9, 2026

These Terms of Service ("Terms") are a binding agreement between you and Jocelyn Mi, an individual operating the Perf application ("Perf," "we," "us," or "our"). They govern your use of the Perf mobile application, website, and related services (collectively, the "Service").

By creating an account, downloading the app, or otherwise using the Service, you agree to these Terms. If you do not agree, do not use the Service.

1. Eligibility

You must be at least 13 years old to use the Service. If you are between 13 and the age of majority in your jurisdiction, you may use the Service only with the involvement of a parent or legal guardian who agrees to these Terms on your behalf.

You may not use the Service if you are barred from doing so under applicable law, or if we have previously terminated your account.

2. Your Account

To access most features, you must create an account. You agree to:

- Provide accurate information and keep it current
- Keep your login credentials confidential
- Accept responsibility for all activity that occurs under your account
- Notify us promptly at support@p3rf.com if you suspect unauthorized access

You may not sell, transfer, or share your account, or create an account on behalf of someone else without their permission.

3. What the Service Does

Perf is a fragrance discovery and cataloging platform. It allows you to browse a fragrance database, log and rate fragrances, write reviews, build collections and lists, scan fragrance bottles using your device camera, and follow other users.

We may add, change, or remove features at any time. We are not obligated to maintain any particular feature, list, or piece of content.

4. Fees

The Service is currently offered free of charge. We reserve the right to introduce paid features, subscriptions, or other charges in the future. If we do, we will give you notice before any charge applies to you, and paid features will be optional unless you agree otherwise.

5. Your Content

Ownership. You retain ownership of the reviews, ratings, lists, photos, comments, profile information, and other material you submit to the Service ("Your Content").

License to us. By submitting Your Content, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, transferable license to host, store, reproduce, modify (for formatting and display), publish, publicly display, and distribute Your Content in connection with operating, improving, and promoting the Service. This license continues for as long as Your Content remains on the Service, and survives deletion to the extent Your Content has been shared with or reposted by other users, or retained in backups.

Your representations. You represent that you own or have the necessary rights to Your Content, and that it does not infringe anyone's rights or violate any law.

No obligation to host. We may remove, edit, or refuse to display any content at our discretion, with or without notice.

6. Camera Scanning

The Service includes a feature that lets you photograph fragrance bottles for identification. Images you capture through this feature are transmitted to our systems and processed by a third-party artificial intelligence vision service to identify the product. We do not retain scan images longer than necessary to complete recognition, unless you choose to save an image to your profile.

Scan results are estimates and may be inaccurate or incomplete. Do not rely on them for purchasing, authentication, safety, or any other decision without independent verification.

Our handling of scan images is described in our Privacy Policy at <https://p3rf.com/Privacy%20Policy.docx.pdf>.

7. Fragrance Data and Third-Party Content

Fragrance names, notes, brands, release years, descriptions, and related information are supplied in part by third-party data providers and in part by our users. This information is provided as-is. We do not warrant that it is accurate, complete, or current.

Brand names, product names, logos, and packaging designs belong to their respective owners. Their appearance on the Service is nominative and does not imply affiliation with, sponsorship by, or endorsement from those owners.

8. Not Health, Safety, or Purchasing Advice

Perf is a discovery and cataloging tool. Nothing on the Service is health, medical, dermatological, or allergen advice. Fragrance ingredients can cause allergic reactions and skin sensitivity. Always check the manufacturer's own ingredient listing and consult a qualified professional if you have concerns.

We do not sell fragrance, verify authenticity, or guarantee that any product described on the Service exists, is available, or matches its description.

9. Community Rules

You agree not to:

Category	Prohibited conduct
Content	Post content that is unlawful, defamatory, harassing, hateful, sexually explicit, or that depicts or promotes harm to others
Authenticity	Post fake reviews, manipulate ratings, operate multiple accounts to influence rankings, or accept undisclosed compensation for reviews
Rights	Upload content you do not have the right to share, including copyrighted images or text belonging to others
Impersonation	Impersonate any person, brand, or entity, or misrepresent your affiliation
Technical	Scrape, crawl, reverse engineer, decompile, or use automated means to access the Service or extract its data
Security	Probe, disrupt, overload, or attempt to gain unauthorized access to the Service or other accounts
Commercial	Use the Service for unauthorized advertising, spam, or resale of access

Violations may result in content removal, account suspension, or permanent termination.

10. Disclosure of Sponsored Content

If you post about a fragrance you received free, at a discount, or in exchange for compensation, you must disclose that relationship clearly in the post. You are responsible for complying with applicable advertising disclosure laws, including the U.S. FTC Endorsement Guides.

11. Our Intellectual Property

The Service, including its software, design, user interface, branding, and the "Perf" name and logo, is owned by us and protected by intellectual property laws. We grant you a limited, revocable, non-exclusive, non-transferable license to use the Service for your personal, non-commercial use, subject to these Terms. All rights not expressly granted are reserved.

12. Copyright Complaints

If you believe content on the Service infringes your copyright, send a notice to info@p3rf.com including:

1. Identification of the copyrighted work
2. Identification of the allegedly infringing material and its location on the Service
3. Your contact information
4. A statement that you have a good faith belief the use is unauthorized
5. A statement, under penalty of perjury, that your notice is accurate and that you are authorized to act on the owner's behalf
6. Your physical or electronic signature

We will respond to valid notices and may terminate accounts of repeat infringers.

13. Termination

You may delete your account at any time through the app settings or by contacting support@p3rf.com.

We may suspend or terminate your access at any time, with or without notice, for any reason, including violation of these Terms or if we discontinue the Service. On termination, your license to use the Service ends immediately. Sections 5, 7, 8, 11, 14, 15, 16, 18, and 20 survive termination.

14. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not warrant that the Service will be uninterrupted, secure, error-free, or that any data will be accurate or preserved. You use the Service at your own risk.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above may not apply to you.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, GOODWILL, OR CONTENT, ARISING FROM OR RELATED TO YOUR USE OF THE SERVICE.

OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US IN THE TWELVE MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

These limitations apply regardless of the legal theory and even if we have been advised of the possibility of such damages.

16. Indemnification

You agree to indemnify and hold harmless Jocelyn Mi and her contractors, agents, and any entity to which these Terms are later assigned from any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising from your use of the Service, Your Content, or your violation of these Terms or any law or third-party right.

17. App Store Terms

The following applies if you obtained the app through the Apple App Store:

- These Terms are between you and us only, not with Apple. Apple is not responsible for the app or its content.
- Your license to use the app is limited to a non-transferable license to use it on Apple-branded products you own or control, as permitted by the App Store Terms of Service.
- Apple has no obligation to provide maintenance or support for the app.
- If the app fails to conform to any applicable warranty, you may notify Apple, and Apple will refund your purchase price (if any). Apple has no other warranty obligation.

- We, not Apple, are responsible for addressing any claims relating to the app, including product liability, legal or regulatory compliance, and consumer protection claims.
- We, not Apple, are responsible for investigating and resolving any third-party claim that the app infringes intellectual property rights.
- You represent that you are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and that you are not on any U.S. Government list of prohibited or restricted parties.
- Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

If you obtained the app through Google Play, your use is also subject to the Google Play Terms of Service, and Google is not a party to these Terms.

18. Governing Law and Disputes

These Terms are governed by the laws of the State of [STATE], without regard to conflict of law principles.

Any dispute arising from these Terms or the Service will be resolved exclusively in the state or federal courts located in [COUNTY, STATE], and you consent to personal jurisdiction there.

Before filing any claim, you agree to contact us at support@p3rf.com and attempt to resolve the dispute informally for at least 30 days.

19. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we will notify you through the app, by email, or by posting notice on the Service before the changes take effect. Your continued use after the effective date constitutes acceptance. If you do not agree, stop using the Service and delete your account.

20. General

Entire agreement. These Terms, together with our Privacy Policy, are the entire agreement between you and us regarding the Service.

Severability. If any provision is held unenforceable, the remaining provisions stay in effect.

No waiver. Our failure to enforce any provision is not a waiver of our right to do so later.

Assignment. You may not assign these Terms. We may assign them, without notice to you, to any entity formed to operate the Service, or in connection with a merger, acquisition, or sale of assets.

Force majeure. We are not liable for delays or failures caused by events beyond our reasonable control.

21. Contact

Questions about these Terms:

Jocelyn Mi
info@p3rf.com
1530 Mason St.

San Francisco, CA 94133