

APEGG

Terms of Service

Date of Last Revision: April 5, 2019

Intro

These Terms of Service ("Terms") are a legal agreement between you ("you") and APEGG Ltd, 22 Tower Avenue, Upton, Pontefract, England WF9 1EE ("APEGG" or "we").

1. Accepting the Terms

1.1. By using or accessing any APEGG application ("Service") you agree to be bound by these Terms. APEGG [Privacy Policy](#) is incorporated herein by reference. By accessing or using the Service, you agree that you have read, understood, and accept to be bound by the Terms.

1.2. APEGG reserves the right, in its sole discretion, to modify or revise these Terms at any time, and you agree to be bound by such modifications or revisions. If you do not agree to the Terms, do not use the Service.

1.3. Users are responsible for periodically viewing the Terms. Your continued use of the Service after a change or update has been made will constitute your acceptance to the revised Terms. If you do not agree to the Terms your only remedy is to discontinue your use of the Service and cancel any accounts you have made using the Service. You may print a copy of these Terms for your records and we highly recommend you do so. These Terms remain effective from the date of acceptance until terminated by you or APEGG in accordance with this agreement.

1.4. If you violate the Terms, APEGG reserves the right to issue you a warning regarding the violation or immediately terminate or suspend or limit functionality of any or all accounts you have created using the Service. You agree that APEGG need not provide you notice before terminating or suspending your account(s), but it may do so.

1.5. APEGG reserves the right to refuse any user access to the Services without notice for any reason, including, but not limited to, a violation of the Terms.

1.6. You agree that APEGG may discontinue the Service or change the content of the Service at any time, for any reason, with or without notice to you, without liability.

1.7. There are limitations on who may download and use the Service. You may not download or use the Service if you are under 16 years of age. If we find out that a user under 16 years of age is using the Service despite this restriction, we will immediately delete their account and all personal information we have related to their use of the Service. Furthermore, you cannot accept these Terms if: (a) you are not lawfully entitled to use the Services under any applicable laws in the country in which you are located or resident; or (b) if you are not of legal age to form a binding agreement with APEGG. By accepting these terms you acknowledge and agree that you have reached the age to enter into such binding agreement in the country in which you are located or resident or that you have your parent or legal guardian's permission if required by applicable law. It is your responsibility to ensure that you are legally allowed to enter into this Agreement and that you do not violate any applicable laws.

1.8. In some countries there exist legal and/or other restrictions on usage of the Services and/or downloading, installing and/or using of products, portions of products, software which are or might be available through the Services. It is your responsibility to ensure that you comply with all applicable legal restrictions in your jurisdiction.

2. Intellectual Property/Ownership

2.1. 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) are protected by law from unauthorized use. The entire contents of the Service are copyrighted under Finnish copyright laws and/or similar laws of other jurisdictions.

2.2. All intellectual property therein (whether registered or unregistered and anywhere in the world) are protected by intellectual property laws and other laws of England, other countries and international treaties. Furthermore, nothing in the Agreement gives

you a right to use any of APEGG's trade names, trademarks, service marks, logos or domain names unless you have our express written permission.

2.3. You agree that no materials that are part of the Service may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, or otherwise exploited without APEGG's express prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post. All other uses of copyrighted material, including any derivative use, require express prior written permission from APEGG. Any reproduction or redistribution of materials not in accordance with these Terms is expressly prohibited and may result in severe civil and criminal penalties.

2.4. APEGG and/or its licensors remain the owners of right, title, and interest, including copyrights and other intellectual property rights, in and to all materials posted on the Services by APEGG. You acknowledge that you do not acquire any ownership rights by using the Service or by accessing any materials posted on the Service by APEGG, or any derivative works thereof.

2.5. APEGG grants you a personal, non-exclusive, non-transferable, revocable, non-assignable, limited scope license to use the Service solely for the purpose of viewing and using the applicable Services for your own private use and for no other purpose whatsoever. Your license to use the Services is limited by these Terms.

3. User Content

3.1. You agree that you are willingly publishing the content on the Service using technology and tools provided by APEGG. You understand and agree that you may not distribute, sell, transfer or license this content and/or application in any manner, in any country, or on any social network or other medium without the explicit written permission of APEGG. You grant APEGG the right to act as an agent on your behalf as operator of the application.

3.2. Any data, text, graphics, photographs and their selection and arrangement, (hereinafter "User Content") uploaded to the Service are subject, whether in whole or in part, to unlimited commercial, non-commercial and/or promotional use by APEGG. Text, graphics, and photographs are uploaded by you and are the sole responsibility of the person from whom the User Content originated. Thus, users are responsible, and APEGG is not responsible for any files users upload, post, or otherwise make available.

3.3. In particular, you are responsible for ensuring that you do not submit User content that is (i) offensive, unlawful, obscene, defamatory, libelous, threatening, abusive, inappropriate, pornographic, harassing, hateful, or otherwise unlawful or violates any law; (ii) fraudulent or misrepresentation; (iii) protected by any applicable copyright laws, trademarks, trade secret or that otherwise infringe the privacy rights, property rights, or any other rights of any person; (iv) an advertisement or solicitation of business, funds, goods or services; or (v) impersonating another person or invading the privacy of any third party. We reserve the right (but shall have no obligation) to decide whether any content that you use complies with these Terms and we may in our sole discretion remove such content, suspend and/or terminate this Agreement if you use any content that is in breach of these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

3.4. APEGG may or may not regulate User Content and does not guarantee the accuracy, quality, or integrity of any User Content posted via the APEGG Service. By using the Services you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that APEGG 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.

3.5. APEGG reserves the right to remove and permanently delete any User Content from the Service with or without notice.

4. Rules of Conduct/Usage

4.1. You agree that you are responsible for providing and maintaining all equipment required to access and use the Service.

4.2. You acknowledge and agree to use the Service solely for your individual purpose and in accordance with the laws of jurisdiction where you are located and applicable international law. We cannot assume any responsibility in ensuring your compliance with any applicable laws.

4.3. APEGG Service may display advertisements ("ads") containing other developer's products. APEGG disclaims any responsibility for the ads content that is not a part of the Service. If you wish to opt-out from receiving and/or viewing ads, you may inform APEGG by sending us an email to: info@apegg.com

4.4. APEGG Service may provide communication channels such as forums, communities, or chat areas ("Communication Channels") designed to enable you to communicate with other Service users. APEGG 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, at any time, with or without notice for any reason, at its sole discretion. APEGG may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason, including, but not limited to, other user's complaints concerning your use of obscene words or posting of materials which contain threats or abuses. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by APEGG, and these communications should not be considered reviewed or approved by APEGG. APEGG will not under any circumstance be liable for any activity within Communication Channels.

4.5. You agree that all your communications with the Communication Channels are public, and thus you have no expectation of privacy regarding your use of the Communication Channels. APEGG is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users.

4.6. You agree that your use of the Service shall be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and not as a limitation, you agree not to use the Service in order to:

- Post, upload, transmit or otherwise disseminate information that is obscene, indecent, vulgar, pornographic, sexual or otherwise objectionable;
- 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;
- Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Service or other users' computers;
- 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);
- Attempt to obtain passwords or other private information from other users;
- Improperly use support channels or complaint buttons to make false reports to APEGG;
- Develop, distribute, or publicly inform other users of "auto" software programs, "macro" software programs or other "cheat utility" software program or applications;
- Exploit, distribute or publicly inform other users of any application error, miscue or bug which gives an unintended advantage;
- Attempt to interfere with, decipher any transmissions to or from, hack into or damage in any way the servers of APEGG;
- Use the Service or any part thereof for performing in-app services, in exchange for payment outside the Service; or
- Transmit unauthorized communications through the Service, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;
- Transmit, make available or otherwise promote or support cheats, hacks, cracks, malicious programs, viruses or any other computer code, files or programs that have the effect of or are intended to modify, impair, disrupt, destroy, interfere with, change or limit the functionality of the Service or any portion thereof, take control of any computer software, hardware or telecommunications equipment or interrupt any user's uninterrupted use and enjoyment of the Service;

4.7. It is your responsibility to keep all information provided to you through the Service as private and confidential and will not give such information to anyone without the permission of the person who provided it to you. You shall not collect or try to collect and/or misuse any personal information protected by applicable laws.

4.8. You represent and warrant that you are lawfully entitled to use the Service under any applicable laws in the country of your jurisdiction.

4.9. We reserve the right to make changes or updates to the Service in our sole discretion. In order to be able to download or otherwise take advantage of any updates, you may be required to enter into an updated version of these Terms. We may in our sole discretion require you to automatically download and install updates when available in order to allow you to use the Service. You must accept such Updates subject to these Terms in order to use the Service.

4.10. Furthermore, in order to provide the best possible experience for our users we reserve the right to change technical features, perform maintenance or the underlying infrastructure of the Service in our sole discretion and without any prior notice. This may require us to temporarily suspend or limit your use of the Service (or any features related hereto). You will not be entitled to claim damages for such suspension or limitation of the use of any Service. You agree and acknowledge that if you do not agree with any changes to the Service you may terminate this Agreement in accordance with terms herein.

4.11. If you notice any suspicious misconduct or misuse of the Service we encourage you to report it by sending us an email to: info@apegg.com

5. Privacy and Protection of Personal Information

5.1. Information collected from you is subject to the pertinent Platform policies. By using the Service, you may be granting your Platform permission to share your e-mail address and any other personally identifiable information with APEGG. We are committed to respecting your privacy and the confidentiality of your personal information. We will process your personal information, the traffic data and the content of your communication(s) in accordance with our [Privacy Policy](#). Please read them carefully before starting using the Service. You acknowledge and agree that the Privacy Policy is incorporated and made part of these Terms.

6. Disclaimer of Warranty; Limitation of Liability

6.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW: THE SERVICE IS PROVIDED “AS IS” AND USED AT YOUR SOLE RISK WITH NO WARRANTIES WHATSOEVER; APEGG DOES NOT MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. APEGG FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES APEGG WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

6.2. You agree that your use of the Service shall be at your sole risk. To the fullest extent permitted by law, APEGG, its subsidiaries, affiliates, officers, directors, employees, and agents disclaim all warranties, express or implies, in connection with the Services and your use thereof including implied warranties of title, merchantability, fitness for a particular purpose or non-infringement, accuracy, authority, completeness, usefulness, and timeliness.

6.3. APEGG makes no warranties or representations about the accuracy or completeness of the content of the Service and of the content of any sites linked to the Service; APEGG assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Service, (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Service by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Service.

6.4. In no event will APEGG, its subsidiaries, affiliates, directors, officers, agents, contractors, partners and employees, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the Service or other materials on, accessed through or downloaded from the Service, whether based on warranty, contract, tort, or any other legal theory, and whether or not APEGG has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that APEGG shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you. In any event, the total aggregate liability of APEGG under or in relation to these Terms and/or the Service, whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason, shall not exceed the amount actually paid by you to APEGG for the Service during the six (6) months period preceding the event first giving rise to the liability.

6.5. You agree to indemnify and hold APEGG, and each of its subsidiaries, affiliates, directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any Content you post or share on or through the Service.

7. Termination of this Agreement

7.1. You may terminate this Agreement and your relationship with APEGG at any time by ceasing to use the Service.

7.2. Without limiting other remedies, APEGG may suspend or terminate this Agreement with you, or may terminate or suspend your use of the Service at any time if:

(A) YOU ARE IN DEFAULT OF THESE TERMS;

(B) YOU ARE ENGAGED IN ILLEGAL ACTIONS, OR INFRINGE PROPRIETARY RIGHTS, RIGHTS OF PRIVACY, OR INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON, OR ANY THIRD PARTY RIGHTS, OR OTHERWISE CREATE RISK OR POSSIBLE LEGAL EXPOSURE FOR US;

(C) REQUIRED BY APPLICABLE LAWS/REGULATIONS AND WITHIN THE TIME LIMITS AS REQUIRED BY SUCH LAWS/REGULATIONS;

(D) WE DECIDE TO CEASE OFFERING THE SERVICE TO USERS GENERALLY.

7.3. Upon termination of this Agreement: (a) all licenses and rights to use the Service shall immediately terminate; (b) you will immediately cease any and all use of the Service.

7.4. Any suspension or termination of this Agreement will not affect your obligations to APEGG under these Terms (including, without limitation, proprietary rights and ownership, indemnification and limitation of liability, confidentiality), which reasonably are intended to survive such suspension or termination.

8. General

8.1. These Terms constitute the entire agreement between you and APEGG with respect to your use of the Service.

8.2. You may not assign these Terms or any rights or obligations contained in them. APEGG may, without prior notice, assign these Terms or any rights or obligations contained in them to any third party.

8.3. If any provision of these Terms (or part of it), is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, then such provision (or part of it) shall be removed from the Terms without affecting the legality, validity or enforceability of the remainder of the Terms.

8.4. The failure by APEGG to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of APEGG's right or remedy.

8.5. You must comply with applicable third party terms of agreement when using our Service from the third parties websites.

8.6. We may make changes to these Terms from time to time. The changes will be effective when published. Please review the Terms on a regular basis. You acknowledge and agree that your express acceptance of the Terms or your use of the Service after the date of publication shall constitute your agreement to the updated Terms. If you do not agree with the amended Terms, you may terminate this agreement in accordance with the terms herein.

8.7. If we are unable to provide the Service as a result of force majeure, we will not be in breach of any of its obligations towards you under these Terms.

8.8. By visiting or using the Service, you agree that the laws of England, without regard to principles of conflict of laws and regardless of your location, will govern these Terms of Service and any dispute of any sort that might arise between you and APEGG. Any claim or dispute between you and APEGG that arises in whole or in part from your use of the Service shall be decided exclusively by a court of competent jurisdiction located in England, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenience with respect to venue and jurisdiction in England. APEGG reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms.

8.9. YOU AND APEGG AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

8.10. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THESE TERMS AND UNDERSTAND ALL RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. CONTINUING TO

USE THE SERVICE YOU EXPRESSLY CONSENT TO BE BOUND BY THESE TERMS AND CONDITIONS AND GRANT TO APEGG THE RIGHTS SET FORTH HEREIN.

9. Copyright Infringement

9.1. APEGG respects the intellectual property rights of others and expects the users the Service to do the same. If you believe that your copyrighted work has been copied or used in a manner that constitutes copyright infringement, you may notify APEGG's as set forth below.

To file a copyright infringement notice, you will need to send a written communication that includes the following: (i) a physical or electronic signature of a person authorized to act on behalf of the copyright owner; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an e-mail address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed.

9.2. Please send your copyright infringement notice to: APEGG Ltd, 22 Tower Avenue, Upton, Pontefract, England WF9 1EE or by email: info@apegg.com