

*Last update April 29, 2021*

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

**BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, PLATFORM, OR WEBSITE**, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE LEGALLY BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING AMITY’S PRIVACY POLICY AND AMITY DATA PROCESSING AGREEMENT (TOGETHER, THESE “**TERMS**”).

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THESE TERMS AND YOU SHALL NOT USE THE AMITY PORTAL SERVICES.

These Terms govern your access to the information contained on the Amity website (the “**Website**”), use of the Amity application program interface(s) (API(s)), webhook, sample software code, and other related websites, networks, applications, SDKs, and other materials provided or made available by Amity (together, the “**Platform**”) that enable you to implement the Amity social, chat, live video and bot platform services offered by Amity (collectively, the “**Service**”) on one or more website(s), web application(s), or mobile application(s) owned and controlled by you (“**Your Product**”).

“Amity”, “we”, “us”, “our”, and similar means Amity Corporation Ltd., a UK company registered under the UK Companies house with no. 12027031 and its affiliates.

“You” or “your” means you, the person who has accessed the Website or has downloaded and is using or uses the Platform and Service and is the licensee under these Terms.

**First thing first**

You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Platform or Service; and (c) your registration and your use of the Platform or Service is in compliance with any and all applicable laws and regulations.

### **Your Accounts and the Registration procedure**

To access the features of the Platform or Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. You also agree that the information you provided to us can be collected, used, transferred, disclosed and stored by us for the purpose of the Service and in accordance with the applicable laws and regulations. When you register, you will be asked to provide a password.

You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur/will occur under your account.

If you think that your account might no longer be secure, pls shoot us an email at the following address: [legal@amity.co](mailto:legal@amity.co).

### **Your Licences!**

Subject to your compliance with these Terms, Amity is more than happy to grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to:

(a) access and use the Website and Service and (b) use the Platform in order to display, interface and implement the Service on Your Product.

You shall not install or simply use the Platform for any other purpose without Amity's prior written consent.

You shall not remove, obscure, or alter any copyright notices, trademarks, or other proprietary rights notices affixed to or contained in the Service.

You shall not distribute, sell, decompile, reverse-engineer, disassemble or otherwise reduce the Service to a human-readable form. You shall not reproduce, distribute or create derivative works based on the Service without expressly being authorized to do so by Amity. Further, you shall not alter, modify, or otherwise attempt to derive source code from the Product.

### **Amity obligations toward you!**

We want to do our very best to make sure things will work between us. To this end, we strongly commit to:

1. **Respect Deliverables:** Subject to these Terms, including the payment of all applicable fees as set forth below, we shall provide to you the Services in accordance with the SLA. We will use the best of our abilities to do so.
2. **Data Protection:** we will always protect your data and content transmitted by your user. We will not use or process content or data without your prior consent for any purpose other than the Services and fulfilling our legal obligations under these Terms. Our protection will include measures to prevent unauthorized access, use, modification, deletion and disclosure of content or data by our personnel.
3. **Keep our Services Available:** we will use commercially reasonable efforts to maintain all licenses, consents, and permissions necessary for keeping our Services available and for the performance of our obligations hereunder.

### **Your obligations toward us!**

As in all relationships that work, both parties shall bear obligations and responsibilities, please find your obligations toward Amity set out below:

1. **Cooperation:** You will work collaboratively with us to resolve any potential pending issues or when additional information is needed for the development of our Services.

2. **Comply with Laws:** You will comply with all applicable laws and regulations in the performance of your obligations hereunder.
3. **Notify us in case of misconduct.** Certain features of the Service may permit you or your users to upload content to or via the Service, including messages, photos, video, audio, images, folders, data, text, and other types of works ("**User Content**") and to display, transmit, record, and store User Content on or via the Service.

We ask you to promptly notify Amity regarding any User Content that engages in activity that is (or could be) (i) illegal, fraudulent, malicious, or violates any rights of any third party or these Terms, and may (ii) infringe, violate, or misappropriate any legitimate right of your users or any third party, including any intellectual property/proprietary right, or (iii) cause Amity to violate any law or regulation; and

### **Intellectual Property**

The Services are entirely owned by Amity and it is licensed, not sold, to you. All the elements of the Services are protected by copyright and trademark laws, international conventions, and all other applicable laws. You hereby acknowledge that you will not acquire rights, title or interest to the Product, other than what set forth in these Terms.

You acknowledge that Amity is currently developing and will subsequently develop new features and modules of the Services, hence its form and the nature might change in the future. Nothing in these Terms shall impair or limit Amity's right to continue with the development, maintenance and/or distribution of Services and any other existing or future products.

### **Fees**

As compensation for its Services under these Terms, You shall pay to Amity the amounts set forth on the Website (<https://www.amity.co/pricing>), and You shall pay to Amity any applicable fees as per your ordered Service.

Amity reserves the right to determine pricing for the Service. Amity will make reasonable efforts to keep pricing information published on the Website up to date. We may increase or add new fees for any existing



Service or Service feature by giving you advance notice of changes before they apply.

### **Payment by Credit Card**

All fees payable by you are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes) (“**Additional Charges**”), and you agree to bear and be responsible for the full payment of all such Additional Charges.

**Billing Correspondence.** We will send billing correspondence to the email address entered as billing contact by you in the Dashboard.

**Timely Payment; Suspension of Service.** Any undisputed amount due to Amity under these Terms and not paid within 30 (thirty) days of invoice due date may be subject to a finance charge payable by you which is equal to one and one-half percent (1.5%) or the highest rate allowable by law, whichever is less, determined and compounded daily from the date such amount is due until the date such amount is paid. Notwithstanding anything to the contrary contained in these Terms, failure to make timely payments of undisputed amounts shall constitute a default hereunder and shall entitle Amity to suspend your access to the Platform and Services without notice at Amity’s sole discretion.

Should you have any dispute as to fees associated with your account, please contact us at [support.asc@amity.co](mailto:support.asc@amity.co) within 30 (thirty) days of the date of the activity that generated such dispute, and we will attempt to resolve the matter. Any and all refunds issued to resolve such a dispute shall be issued as credits to your account, but in no event shall there be any cash refunds. Disputes older than 90 (ninety) days shall not be entitled to any refunds or credits.

### **Privacy; Data transfers**

The [Amity Data Processing Addendum](#) is incorporated by this reference into, and made a part of, these Terms.

You may decide where you wish us to store and process your data as follows:

### 1. Europe

If you wish us to store and/or process your data in our servers in Europe, you agree that all international data transfers will be made pursuant to the Standard Contractual Clauses, as updated, amended, replaced or superseded from time to time by the European Commission, the approved version of which in force at present is that set out in the European Commission's Decision **2004/915/EC of 27 December 2004**, please, have a look at the decision thanks to the following link:

<http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915>.

By agreeing to these Terms, you and Amity execute the Standard Contractual Clauses as included in the Data Processing Addendum.

### 2. Thailand

If you wish us to store and/or process your data in our servers in Thailand, you agree that all international data transfers will be made pursuant to the Amity Group Data Protection Policy that you can find at the following link [[www.amity.co/legal/amitys-group-data-protection-policy](http://www.amity.co/legal/amitys-group-data-protection-policy)]

### 3. Singapore

If you wish us to store and/or process your data in our servers in Singapore, you agree that all international data transfers will be made pursuant to the Amity Group Data Protection Policy that you can find at the following link [[www.amity.co/legal/amitys-group-data-protection-policy](http://www.amity.co/legal/amitys-group-data-protection-policy)].

Amity will process your data in compliance with the applicable data protection laws as per the relevant server location and will use its best efforts to do not expose you to any security breach or incident, unauthorised access or disclosure, or other compromises of or relating to customer's or its subsidiaries' information technology and computer systems, networks, hardware, software, data and databases (including the data and information of their respective customers, employees, and any

third party data maintained, processed or stored by you and its subsidiaries).

### **Both parties indemnification**

To the maximum extent permitted under applicable law, you agree to defend, indemnify and hold harmless Amity, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) relating to (i) your use of the Services, (ii) any software or product you develop in connection with your use of the Services, including a claim that such software or product infringes or threatens to infringe any intellectual property rights of any person, and (iii) any non-compliance by you with these Terms.

On the other hand, we commit to keep you indemnified against any and all claims by a third party directly or indirectly arising from or related to the violation or infringement by our Services or Platform of such third party's Intellectual Property Rights.

### **Limitation of liabilities and disclaimer of warranties**

Amity disclaims any responsibility for any harm which is a direct result of your use of the Service. The Service is provided "as is," with no warranties whatsoever and with support, updates or maintenance as per the client support you chose. Nothing in these Terms shall require Amity to provide you with support or bug fixes other than what provided for in the client support you chose.

Amity expressly disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranty of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

In no event Amity will be liable under any contract, breach of statutory duty or negligence or other legal theory for any direct, indirect or consequential damages such as but not limited to: (i) loss of revenues, (ii) costs of delay, (iii) cost of lost or damaged data or documentation etc.

In any case, Amity's total aggregate liability, arising in connection with the performance of its obligations under these Terms, shall be limited to the total charges payable by you to Amity during the first 6 (six) months starting from the date on which you started using our Services (the "**Effective Date**").

### **Term and Termination**

These Terms shall commence on the Effective Date and unless otherwise indicated on an Order Form shall continue until on a month-to-month basis until terminated as set forth herein.

Either you or Amity may terminate these Terms, without cause, upon providing the other party with thirty (30) days prior written notice.

Upon expiration or termination of these Terms, all licenses granted to the Services and the Platform shall expire. Amity shall discontinue the provision of the Service, and You shall immediately pay any outstanding invoices for services rendered through the date of termination.

### **Assignment**

The rights and duties of you under these Terms are personal, and may not be assigned or delegated, in whole or in part, without the prior written consent of Amity.

### **Confidential Information**

Confidential Information means any data or information, oral or written, treated as confidential that relates to either party's (or, if either party is bound to protect the confidentiality of any third party's information, such third party's) past, present, or future research, development or business activities, including any unannounced products and services, any information relating to Services, inventions, processes, plans, financial information, data, revenue, transaction volume, forecasts, projections, under these Terms. Notwithstanding the foregoing, Confidential Information shall not include information if: (i) it was already known to the receiving party prior to the Effective Date of these Terms, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of these Terms or other wrongful act of the receiving party; (iii) it



has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the confidential information; (iv) it has been approved for release by written authorization of the owner of the confidential information; or, (v) it has been independently developed by a party without access to or use of the confidential information of the other party.

Each party acknowledges and agrees that, from time to time, it may receive confidential information from the other party. The party that receives confidential information (the Receiving Party) hereby agrees (i) to hold the other Party's (the Disclosing Party) Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated hereunder, (iv) not to copy or reverse engineer any such Confidential Information, and (v) that any employee, subcontractor, or agent given access to any such Confidential Information must have a legitimate need to know and shall be bound in writing to comply with confidentiality obligations at least as restrictive as the Receiving Party's confidentiality obligations in these Terms.

### **Amendment**

Amity reserves the right to amend these Terms at any time, providing you a written notification. We will do our best to keep you posted and updated as soon as possible in case of any tweaks to these Terms.

### **No Waiver**

The failure of either party to enforce or insist on strict performance of any covenant or obligation under these Terms, regardless of the length of time for which such failure continues, shall not be deemed as a waiver of that or any other provision of these Terms.

### **Severability**

If for any reason, a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision of these Terms shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms shall continue in full force and effect.

## **Notices**

All notices given in connection with these Terms shall be in writing. In case of any questions, advise or checking in do not hesitate to contact us at the following email address: [legal@amity.co](mailto:legal@amity.co)

## **Governing law and jurisdiction**

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the UK Law.

Each party irrevocably agrees that the courts of London shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation including non-contractual disputes or claims.