Terms and Conditions of Use:appbase.io

Effective from: May 25, 2018

1. Terms

These Terms of Service (these "Terms") are made by and between the party on whose behalf they are accepted ("User") and Appbase and are effective as of the date they are accepted by User. Appbase means Appbase, Inc., a Delaware C-Corp, with offices at 911 Washington Ave, St. Louis, Missouri - 63101, USA.

By accessing the appbase.io website and Appbase services, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from accessing this site or using the services offered by it. The materials contained in this website are protected by applicable copyright and trade mark law.

2. Privacy Policy

By using the services, you agree to be bound by the[Privacy Policy](#) and [Cookie Policy](#).

3. User And Account Requirements

You must be able to form a legally binding contract to use the Appbase Services. By using the Appbase Services, you represent that you are able to do so. If you are under 18 years old, your parent or guardian must enter into this Agreement on your behalf. That parent or guardian will be responsible for your use of the Appbase Services, including financial responsibility. Persons under 13 years old are expressly prohibited from using the Appbase Services. If Appbase receives credible notice that a User is under 13 years old, we will automatically remove the account associated with the User and delete all information about and from that User from the Services.

You must create an account with Appbase.io (your "Account") to receive the full benefit of the Appbase Services. You agree to provide truthful, complete,

and current information for your Account. If you create an Account as or on behalf of someone other than yourself, or on behalf of multiple persons or businesses for which you are offering or managing the Appbase Services, you represent that you are authorized to act for and bind that other person, entity, or organization.

To the extent you are allowed to register for the Appbase Services by using existing third-party accounts or profiles (eg: via Github, Google OAuth), you acknowledge that you will also be subject to the third-party terms and conditions associated with those third-party services if you choose to use those features. Those terms and conditions may be materially different than our policies, especially with regard to information privacy and security.

You are solely responsible and liable for safeguarding the security and accuracy of your Account and notifying Appbase of any unauthorized use of your Account. You are solely responsible and liable for all activity that occurs on and through your Account.

Access to and use of login or password protected and secure areas of the Services is restricted to authorized Users only. Unauthorized users who access or attempt to access these parts of the Services may be prosecuted.

Appbase may, in its sole discretion and for any reason, (i) refuse to offer the Services to any person or entity, or with respect to any item or thing, or (ii) change the eligibility criteria for the Services at any time.

You may purchase the Appbase Services by following the process available at https://appbase.io. If you purchase any of the Appbase Services, you agree to pay the fees applicable to the specific Appbase Service that you chose to purchase.

Appbase reserves the right to modify the pricing and fees related to the use of Services. Appbase will post current pricing plans on the Services at https://appbase.io/pricing and/or https://appbase.io/support. Please review the pricing plans and information to better understand the fees required for the Services. We will bill all fees automatically to the credit card registered with your Account on the date the Services are activated and each month

thereafter, until you cancel the Services or the Services are otherwise terminated in accordance with the Terms. You hereby authorize Appbase to bill your credit card as described above, if applicable. All payments to Appbase will be non-refundable.

Subject to the terms and conditions of any additional customer agreement that may govern your use of the Services, if and as applicable, you may cancel the Appbase Services at any time. In any such event, Appbase will prorate the fees owed by you for the Appbase Services based on the day of the particular month in which you cancel the Services. Appbase will bill your credit card for the prorated amount immediately on cancellation.

Appbase may change the fees and charges then in effect by sending you notice to the email address registered to your Account. Your subscription to the Services will renew automatically, unless you notify us by mail or email of your decision to terminate your subscription of the Services, or we terminate your Account pursuant to these Terms. You will not circumvent or manipulate the fee structure, billing process, or fees owed to Appbase for the Services, or make any attempt to do so. Any amounts not paid when due will bear interest at one and one-half percent (2.0%) or the maximum interest rate permitted by law, whichever is lower.

4. User Obligations

You have exclusive responsibility and liability for all information provided and published on or through your Account, whether publicly posted or privately transmitted. Except as expressly set out in these Terms and in the SLA, Appbase is not responsible or liable for any User information or content, or any consequence, loss, or damage (direct or indirect) caused by or related to User information or content.

When you use the Appbase Services or provide information to Appbase, you represent and warrant that your use and information:

- Does not include personal identification, financial, or confidential information about yourself that you expect to be treated differently than as described in these Terms and the Privacy Policy;

- Is not counterfeit, stolen, false, fraudulent, or deceptive;
- Does not infringe or violate the intellectual property or proprietary rights of Appbase or any third party;
- Is not for any unlawful purpose or in furtherance of illegal activities (international users agree to comply with all local laws regarding online conduct and acceptable content);
- Does not violate any contractual obligation;
- Does not contain software viruses, malware/phishing, or another other computer mechanism designed to disrupt, damage, monitor, or interfere with the independent functioning of Appbase or third party equipment, software, or systems;
- Does not include any personal identification, financial, or confidential information of any other person or entity without prior consent; and
- Does not breach any of the terms or conditions of these Terms or the Privacy Policy.

Appbase reserves the exclusive right to determine whether your use of the Appbase Services or information you post or make available on the Appbase Services falls within any of the prohibited categories listed above. We may immediately terminate or suspend your Account without notice to you in the event that, in our discretion, you violate this section. Accounts created to replace suspended accounts will be permanently suspended. Accounts engaging in any of these behaviors may be investigated for abuse.

You may change or opt out of certain communications with Appbase through your Account Settings page. However, in some instances, we may need to provide you with service announcements and administrative messages. These particular communications are a necessary part of the Appbase Services. You cannot opt-out from receiving these communications.

5. Termination

These Terms will continue to apply until terminated by either you or Appbase. We reserve the right to terminate, suspend, or refuse to provide the Services, to suspend or terminate Users, and to reclaim usernames – all at any time and for any reason in our sole discretion, and without liability to you. Subject to

the terms and conditions of any additional customer agreement that may govern your use of the Services, if and as applicable, you may end your legal agreement with Appbase at any time for any reason by deactivating your Account(s) and discontinuing your use of the Appbase Services. In all such cases, Appbase will terminate all proprietary information and data uploaded or published by you in connection with your account within fourteen (14) days. On termination, your license to use the Services will automatically be canceled, and any outstanding fees will be billed to you and/or withdrawn from your registered account/method for payment.

6. Disclaimers and Limitations of Liability

PLEASE READ THIS SECTION CAREFULLY. BY USING THE APPBASE.IO WEBSITE AND SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THIS SECTION.

This section limits the liability of Appbase and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, representatives, partners, agents and licensors (collectively, the "Appbase Entities"). This section applies to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of certain warranties or the limitation of liability in contracts, and, as a result, the contents of this section may not apply to you.

The materials on Appbase's web site are provided "as is". Appbase makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Appbase does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

In no event shall Appbase Entities be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the Appbase service , even if Appbase Entities have been notified orally or in writing of the possibility of such damage.

7. Revisions and Errata

The materials appearing on Appbase's web site could include technical, typographical, or photographic errors. Appbase does not warrant that any of the materials on its web site are accurate, complete, or current. Appbase may make changes to the materials contained on its web site at any time without notice. Appbase does not, however, make any commitment to update the materials.

8. Site Terms of Use Modifications

Appbase may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

9. Governing Law

Any claim relating to Appbase website or Services shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions.