

Welcome to Moesif Terms of Use

NOTICE: THE TERMS OF UE OUTLINED HEREIN ARE SUBJECT TO CHANGE. THE LATEST VERSION OF THESE TERMS IS AVAILABLE AT [HTTPS://WWW.MOESIF.COM/TERMS](https://www.moesif.com/terms) AND SUPERSEDES ANY PREVIOUS VERSIONS. IT IS THE RESPONSIBILITY OF THE USER TO REVIEW AND ADHERE TO THE MOST RECENT VERSION. BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE LATEST TERMS OF USE.

Last Updated: October 19, 2022

Welcome to Moesif.com, a cloud-based API analytics service operated by Moesif, Inc. ("Moesif," "we," or "us"). Your use of this Website (the "Site") and the services made available on the Site ("Services") is subject to these Terms of Service. These Terms of Service incorporate the [Data Processing Addendum](#) ("DPA"); collectively, the Terms of Service and DPA make up the "Terms".

In these Terms, "you," "your" and "Customer" refers to you and/or the organization using the Moesif Services or on whose behalf the Moesif account has been registered. In addition, if you are using the Services on behalf of a company or other such legal entity, you represent that you have the authority to bind such entity to these Terms. If you do not have the authority to bind the entity or if you do not agree to all of these Terms, then you may not use the Services.

"Moesif Services" mean the Moesif software-as-a-service product(s), but for clarity excludes Third-Party Products. "Third-Party Products" mean non-Moesif products or web-based, mobile, offline or other software applications or services that Customer chooses to integrate with or use in connection with the Moesif Services.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE OUR SERVICES.

We may make changes to these Terms from time to time. When we do, we will revise the "last updated" date given above. It is your responsibility to review these Terms frequently and to remain informed of any changes to them. The then-current version of these Terms will supersede all earlier versions. You agree that your continued use of our Services after such changes have been published to our Services will constitute your acceptance of such revised Terms.

LICENSE TO USE OUR SERVICES

Subject to these Terms, we grant to you a non-exclusive, non-sublicensable, non-transferable, non-assignable right to access and use the Moesif Services for your internal business purposes only and not for resale or further distribution. Your right to use our Services is limited by all terms and conditions set forth in these Terms.

Except for your pre-existing rights and this license granted to you, we and our licensors retain all right, title and interest in and to our Services, including all related intellectual property rights. Our Services are protected by applicable intellectual property laws, including United States copyright law

and international treaties.

Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our Services; (ii) rent, lease or sublicense access to any of our Services; or (iii) circumvent or disable any security or technological features or measures of our Services.

PAID SERVICES

The Services may be provided for a fee or other charge. If you elect to use paid aspects of the Services, you agree to the pricing and payment terms listed on the Site, which Moesif may update from time to time. The pricing terms may include a monthly or annual fee for the Services along with additional charges for any overages. Moesif may add new services for additional fees and charges, or amend fees and charges for existing services, at any time and in its sole discretion. Moesif may also modify the number of monthly events and apps associated with the plan chosen by you. Any changes in fees or charges shall become effective in the billing cycle following notice of such change to you as provided in these Terms. Moesif may lock your account for non-payment at any time. In addition to the amount due for the Services, delinquent accounts or chargebacks will be charged with fees or charges that are incidental to the collection of delinquent accounts or chargebacks including, but not limited to, collection fees or convenience fees or any other third parties' charges. You agree Moesif may contact you by electronic mail at the address provided by you to Moesif with respect to any delinquent accounts. For the paid monthly plans, your plan will automatically renew each month and you will be billed each month for the use of the Services. For the paid annually plans, your plan will automatically renew every 12 months for another 12 months and you will be billed annually for the use of the Services. You may cancel your plan and the use of the Services by writing to Moesif at team@moesif.com. All fees paid to Moesif for the use of the Services are non-refundable.

All information provided by you to Moesif in connection with a purchase or transaction or other monetary interaction with the Services must be accurate, complete and current. You agree to pay all charges incurred by users of your credit card, debit card or other payment method used in connection with the purchase or transaction related to the Services at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to such purchases or transactions.

FREE SERVICES

Moesif's Free plan is offered free of charge with limited monthly events and apps as listed on the Site. Moesif may change the Services (including, but not limited to, modifying the number of monthly events, team members, and other features) offered with the Free plan at any time. Moesif may also choose to discontinue offering the Services for free at any time in its sole discretion. If you decide to cancel the Services, then you can do so by writing to Moesif at team@moesif.com.

ACCESS TO OUR SERVICES

We do not provide you with the equipment to access our Services. You are responsible for all fees charged by third parties related to your access and use of our Services (e.g., charges by Internet service providers).

We reserve the right to modify or discontinue, temporarily or permanently, all or any portion of our Services without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of all or any portion of our Services.

We also reserve the right, in our sole discretion, to reject, refuse to post, or remove any material that you post or submit for posting, and to restrict, suspend, or terminate your access to our Services at any time, for any or no reason, with or without prior notice, and without liability.

We also reserve the right, in our sole discretion, to permanently or temporarily suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

RESTRICTIONS

You must comply with all applicable laws when using our Services. Except as may be expressly permitted by applicable law, or as Moesif may authorize expressly in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works, or other content made available on our Services (collectively, "Service Content") or compile or collect any Service Content as part of a database or other work; (ii) use any automated tool (e.g., robots, spiders) to access or use our Services or to store, copy, modify, distribute, or resell any Service Content; (iii) rent, lease, or sublicense your access to our Services to another person; (iv) use any Services or Service Content for any purpose except for your own personal use; (v) circumvent or disable any digital rights management, usage rules, or other security features of our Services; (vi) use our Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, our Services; or (vii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of our Services or any Service Content.

PRIVACY POLICY

We may collect registration and other information about you through our Services. Our collection and use of this information is governed by our Privacy Policy, available at <https://www.moesif.com/privacy>.

RESTRICTED AREAS OF THE SERVICES

Certain parts of our Services, including account management features, may be password-restricted to registered users or other authorized persons ("Password-Protected Areas"). If you are authorized to gain access to any Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You

agree that you are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or our Services that is known to you.

LINKS AND THIRD PARTY CONTENT

Our Services may display, or contain links to, third party products, services, and Web sites. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed, authored, or made available by other users or other third parties on our Services, or which is accessible through or may be located using our Services (collectively, "Third Party Content") are those of the respective authors or producers and not of us or our shareholders, directors, officers, employees, agents, or representatives.

We do not control Third Party Content and do not guarantee the accuracy, integrity or quality of such Third Party Content. We are not responsible for the performance of, we do not endorse, and we are not responsible or liable for, any Third Party Content or any information or materials advertised in any Third Party Content. By using our Services, you may be exposed to content that is offensive, indecent, or objectionable. We are not be responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods, services, or information available on or through any third party service or Third Party Content. It is your responsibility to evaluate the information, opinion, advice, or other content available on and through our Services.

You will not use our Services to: (i) upload, post, email, or otherwise transmit any Submission that contains unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) harm us or third parties in any way; (iii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (iv) upload, post, email, or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (v) upload, post, email or otherwise transmit any Submission that infringes any patent, trademark, trade secret, copyright, or other right of any party; (vi) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation; (vii) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (viii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (ix) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (x) "stalk" or otherwise harass another; or (xi) collect or store personal data about other users.

USE POLICIES

You are solely responsible for any content, data and other material that you submit, publish, transmit, or display on, through, or with our Services ("Customer Data"). In addition, you agree to provide notices and obtain any consents and comply with all applicable laws related to your use of the Services, including those related to the collection, use, processing, transfer and disclosure of Customer Data (including, but not limited to, the personal information of your users). You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Customer Data. Moesif does not claim any ownership rights in and to any Customer Data. If you choose to terminate the use of the Services or your account, then you may send a written request to Moesif, Inc at 77 Van Ness Ave STE 101, San Francisco, California 94102 USA requesting the deletion of all the Customer Data. In addition, if you terminate the use of the Services or your account, then you will no longer be able to access Customer Data through the Services and you may lose any Customer Data submitted by you to Moesif.

The parties agree that the provisions contained in the DPA govern the processing of personal data in connection with these Terms. As set forth in the DPA, Moesif will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of personal data submitted to the Moesif Services as Customer Data, including measures designed to prevent unauthorized access to or use or disclosure of such personal data.

TRADEMARKS AND PUBLICITY

"Moesif," the Moesif logo, and any other product or service name or slogan displayed on our Services are trademarks of Moesif and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Moesif or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Moesif" or any other name, trademark or product or service name of Moesif without our prior written permission. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Moesif and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in our Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

You agree to allow Moesif, and hereby do provide Moesif with the necessary rights and licenses, to use your name and logo on the Site, blog and/or in marketing materials, including case studies and as press references, to identify you as a user of our Services. You agree to act as a customer reference for the Services and you agree to respond reasonably to all such reference contacts.

FEEDBACK

We may provide you with a mechanism to provide feedback, suggestions, and ideas, if you choose, about our Services ("Feedback"). You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future enhancements and modifications to our Services. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute,

and display the Feedback in any manner any for any purpose, without in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICES AND THE SERVICE CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND THE SERVICE CONTENT EACH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, WE AND OUR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES OR ANY SERVICE CONTENT, AND YOU RELY ON THE SERVICES AND SERVICE CONTENT AT YOUR OWN RISK. ANY MATERIAL THAT YOU ACCESS OR OBTAIN THROUGH OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH OUR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

LIMITATION OF LIABILITY

Moesif, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF, OR INABILITY TO USE OUR SERVICES AND SERVICE CONTENT AND ANY LOSS RELATED TO CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL MOESIF BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, SERVICE CONTENT, CUSTOMER DATA, OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Moesif 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 OR USE OF Moesif'S SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF Moesif'S SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH Moesif'S SERVICES BY ANY THIRD PARTY; AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY SERVICE CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT (INCLUDING, SERVICE CONTENT) POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES.

UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF Moesif ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES AND SERVICE CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS, IF ANY, THAT YOU HAVE PAID TO US FOR YOUR USE OF THE SERVICES AND SERVICE CONTENT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION. IN ADDITION, IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

INDEMNITY

You will indemnify and hold us, our agents, employees, directors, suppliers and licensors, and our respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from any costs, damages, expenses, and liability caused by your use of the Services and Service Content (including your use of Customer Data with the Services), your violation of these Terms, or your violation of any rights of a third party through use of the Services or Service Content.

LEGAL NOTICES

The Services are controlled and operated from Moesif's office in the United States. Moesif makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States laws, state and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United State government.

Enforcement of these Terms will be governed by the laws of the State of California, excluding its conflict and choice of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms or your use of the Services or Service Content will lie in the state and federal courts located in Santa Clara County, within the State of California, and you irrevocably agree to submit to the jurisdiction of such courts. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

If you are a California resident, you may report complaints, (in accordance with Cal. Civ. Code §1789.3), to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by writing to them at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

CONTACTING US

If you have any questions or concerns about our Services or these Terms, you may contact us by email at team@moesif.com.