

## **Terms of Use**

Last updated February 26, 2014

### **Introduction**

This agreement binds you and the company you represent (“you” or “your”) to the terms and conditions set forth here in connection with your use of Accelerate Mobile Apps, Inc.’s (“our,” “we,” “Company,” or “Accelerate”) software, products or other offerings on our site (collectively, our “Services”). By using any of the Company Services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, do not use the Company Services.

### **Privacy**

When you use our Services, Accelerate may collect information about you and your use of the Services. A description of how Accelerate collects and uses this information is set out in the [Privacy Policy](#).

### **Ownership**

Accelerate Services are licensed, not sold, to you. Any rights that are not expressly granted to you under this Agreement are reserved to Accelerate.

### **General**

Accelerate reserves the right to revise these Terms of Use at its sole discretion at any time by posting the changes on the Site. Changes become effective thirty (30) days after posting. Your continued use of Products after a change to Terms of Use become effective shall mean that you accept those changes.

Accelerate may modify the Services or discontinue their availability at any time. You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with your access to and use of the Services, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

If you elect to access or use Services that involve payment of a fee, then you agree to pay, and will be responsible for payment of, that fee and all taxes associated with such access or use. If you provide credit card information to pay for such fees then you represent and warrant that you are authorized to supply such information and hereby authorize Accelerate to charge your credit card or debit your bank account on a regular basis to pay the fees as they are due. Unless otherwise stated, all fees are quoted in U.S. Dollars. If your payment method fails or your account is past due, we may block your access to any Services pending resolution of any amounts due by you to Accelerate.

All of your use, access and other activities relating to the Site and the Services must be in compliance with all applicable laws and regulations, including, without limitations, laws relating to copyright and other intellectual property use, and to privacy and personal identity. In connection with your use of the Services and Site, you must not provide

incorrect or knowingly false information; copy, distribute, modify, reverse engineer, decompile, deface, tarnish, mutilate, hack, or interfere with the Services or operation of the Site; frame or embed the Site or Services; impersonate another person or gain unauthorized access to another person's Account; introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or operation of the Site; scrape, spider, use a robot or other automated means of any kind to access the Services.

### **General Disclaimer**

We do not control Submitted Content (as defined below) posted on the Site and, as such, do not guarantee in any manner the reliability, validity, accuracy or truthfulness of such Submitted Content. Accelerate has no liability for your access or use of any Submitted Content.

The Site and Services may give you access to links to third-party websites ("Third Party Sites"). We do not endorse any of these Third Party Sites and do not control them in any manner. Accordingly, Accelerate does not assume any liability associated with Third Party Sites.

### **Content, Licenses & Permissions**

All software, technology, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, reviews, ideas, and other data or copyrightable materials or content, including the selection and arrangements thereof is "Content." Where Accelerate provides Content to you in connection with the Services, including, without limitation, the Software and the Products and the Site, it is "Company Content." Content uploaded, transmitted or posted to the Site or through the Services by a User is "Submitted Content."

Content remains the proprietary property of the person or entity supplying it (or their affiliated and/or third party providers and suppliers) and is protected, without limitation, pursuant to U.S. and foreign copyright and other intellectual property laws. You hereby represent and warrant that you have all licenses, rights, consents, and permissions necessary to grant the rights set forth in these Terms with respect to your Submitted Content and that Accelerate shall not need to obtain any licenses, rights, consents, or permissions from, or make any payments to, any third party for any use or exploitation of your Submitted Content or have any liability to you or any other party as a result of any use or exploitation of your Submitted Content as authorized in these Terms.

Accelerate respects all copyright, privacy, defamation and other laws relating to content and information. Notwithstanding the foregoing, Accelerate does not screen the Submitted Content and all use of the Submitted Content by you is at your own risk and Accelerate shall have no liability for such use. In particular, no review or posting or appearance of the Submitted Content on the Site or through the Services is intended to act

as an endorsement or representation that any Submitted Content is free of violation of any copyright, privacy or other laws or will suite a particular purpose or be accurate or useful.

All rights not expressly granted in these Terms are retained by the Content owners and these Terms do not grant any implied licenses.

### **Conduct**

You may only access the Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the Services.

### **Specific Obligations of Users**

If you have a username and password for the purpose of gaining access to an Accelerate Service, you are a “User” and the following terms and conditions apply, and you represent and warrant that:

- You will be responsible for all of your Submitted Content, that you own or have the necessary licenses, rights, consents, and permissions, to use and exploit any of your Submitted Content on and through the Services, and that no Submitted Content shall infringe or misappropriate any intellectual property right of a third party;
- You will not copy, modify or distribute Company Content except as permitted in this Agreement;
- You will maintain your account information, and all such account information shall be accurate;
- You are over the age of 18, or if not, a third party parent or legal guardian has agreed to these terms and will assume responsibility and liability for your performance and compliance to these Terms of Use.

### **Registration**

To use certain Services, you will need to register and obtain an account, username and password. When you register, the information you provide to us during the registration process will help us in offering content, customer service, and network management. You are solely responsible for maintaining the confidentiality of your account, username, and password (collectively, your "Account") and for all activities associated with or occurring under your Account. You represent and warrant that your Account information will be accurate at all times. You must notify us immediately of any unauthorized use of your Account and any other breach of security, and ensure that you exit from your Account at the end of each use of the Services. We will not be responsible for any loss or damage arising from your failure to comply with the foregoing requirements or as a result of use of your Account, either with or without your knowledge, prior to your notifying us of unauthorized access to your Account.

You may not transfer your Account to any other person and you may not use anyone else's Account at any time without the permission of the account holder. In cases where you have authorized or registered another individual to use your Account, you are fully responsible for the online conduct of such User; controlling the User's access to and use of the Services; and the consequences of any misuse.

### **Pricing for Paid Subscriptions**

If you are a User, you agree to pay the subscription fees for Services that you use, and hereby authorize us to charge your credit card or debit your bank account for these amounts. If your credit card or bank debit is declined, you agree to pay us the fees within thirty (30) days of notification from us, and pay (at our discretion) a late payment charge of 1.5% per month, or the maximum permitted by law, whichever is greater.

### **Trademarks**

The trademarks, service marks, and logos (the "Trademarks") used and displayed on the Site, in the Services or in any Company Content are our registered or unregistered Trademarks and are protected pursuant to U.S. and foreign trademark laws. All rights are reserved and you may not alter or obscure the Trademarks, or link to them without our prior approval.

### **Warranty Disclaimer**

The Services, Site, Company Content, Submitted Content, and any other materials made available on or through the Site or the Services are provided "As Is," without any warranties of any kind and Accelerate hereby disclaims all such warranties, express or implied, including, but not limited to, warranties of fitness for a particular purpose, merchantability, non-infringement, accuracy, freedom from errors, suitability of content, or availability.

### **Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT OR NEGLIGENCE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. THE COMPANY'S TOTAL LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNTS PAID IN CONNECTION PRODUCTS UNDER WHICH SUCH LIABILITY AROSE.

### **Indemnification**

You hereby indemnify, defend and hold harmless Accelerate, and its affiliates, officers, directors, agents, partners, employees, licensors, representatives and third party providers from and against all losses, expenses, damages, costs, claims and demands, including reasonable attorneys' fees and related costs and expenses, due to or arising out of your breach of any representation or warranty hereunder. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to fully cooperate with such defense and in asserting any available defenses.

**Termination**

We may terminate your use of the Services or Site immediately without notice for any breach by you of these Terms of Use or any of our applicable policies. We may discontinue offering any Service or Company Content at any time. You may terminate your use of the Site or the Services at any time, either by ceasing to access them, or by cancelling your Account.

We have no obligation to retain any of your Account information or Submitted Content for any period of time beyond what may be required by applicable law. Upon termination, you must cease all use of the Site, Services and Content. Any accrued rights to payment and all representations and warranties shall survive termination.

**Entire Agreement**

These Terms and any policies applicable to you posted on the Site constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

**Severability**

If any provision of these Terms is found to be illegal, void or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of these Terms.

**Waiver**

A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

**Choice of Law**

These Terms and your use of the Site and the Services shall be governed by the substantive laws of the State of California without reference to its choice or conflicts of law principles.