

# Terms of Service

Jan 25, 2020

## 1.0 General

We thank you for choosing and using products and services ("*AppDesQ Services*") from **AppDesQ Inc.** AppDesQ Inc. is incorporated as a C Corporation in the state of Delaware with operations located in Dublin, CA 94568, United States of America. By using *AppDesQ Services*, the user agrees to the terms listed in this document. Please read the same carefully.

"*We*," "*us*," and "*our*" refers to *AppDesQ Inc.* located in Dublin, California (USA). The term, "*AppDesQ Services*" refers any service or product or website that AppDesQ Inc. provides to users for their use.

"*You*," and "*your*" refers to any user of a Service and, as applicable, any individual or entity on behalf of which such individual uses *AppDesQ Services*. To use *AppDesQ Services*, you must be at least 18 years of age or the age of majority in your jurisdiction (whichever is greater).

You must not:

- i) Provide any false information or impersonate anyone else when using our Services.
- ii) Allow anyone else to impersonate you for the purpose of using *AppDesQ Services*

Posts, comments and other content (including images, audio, video, and other files uploaded using *AppDesQ Services*) that are **NOT** permitted include but are not limited to material that:

- is created solely to harass another person;
- invades the privacy of another person by posting personal information;
- is intended to interfere with another user's use of the site;
- incites violence against an individual, race, ethnicity, or orientation;
- meets the United States legal definition of "indecent;"
- contains pornography;
- contains unsolicited advertising of any service, goods, or forum.
- infringes the copyright, trademark, or patent of an individual or corporation;
- promotes or provides instructions about illegal activities;
- falsely implies our endorsement of, recommendation of, or association with any third party,
- violates any applicable local, state, federal, or international law.

You will not upload viruses or other malicious code to work with *AppDesQ Services*. You will not use *AppDesQ Services* to do anything unlawful, misleading, malicious, or discriminatory. You will not do anything that could disable, overburden, or impair the proper working or appearance of *AppDesQ Services*, such as a denial of service attack or interference with page rendering or other *AppDesQ Services* functionality.

## 2.0 Using AppDesQ Services

2.1 You represent and warrant that you reside in the United States of America, or that you reside in another country in which use of the Services is permitted under applicable law. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You represent that you have the capacity to enter into a valid contract.

2.2 If you are using *AppDesQ Services* on behalf of another individual or any entity, you represent that you currently have, and you warrant that so long as you continue to use such Service you will continue to have, all authority required to use the *AppDesQ Services* on behalf of that individual or entity and to bind that individual or entity to these Terms.

2.3 If you use *AppDesQ Services* in a manner that incurs any charge that another individual or entity is obligated to pay, you warrant that such individual or entity has authorized you to incur such charge. You warrant that you have the right to provide any information that you do provide in the course of using our Services, and to the best of your knowledge, all such information is truthful and accurate.

### 3.0 AppDesQ Policies

You must follow any policies made available to you within *AppDesQ Services*:

3.1 Using *AppDesQ Services* does not give you ownership of any intellectual property rights of these Services or the content that you access. You may not use any content from *AppDesQ Services* unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in *AppDesQ Services*. Do not remove, hide or alter any legal notices displayed in or along with these Services.

3.2 In connection with your use of *AppDesQ Services*, we may send you service notifications and other relevant information. You can use your discretion to follow that information as appropriate. Service notifications may be sent from within our services being used or via email to email addresses or phone numbers that you have provided to us.

3.3 *AppDesQ Services* are accessible on mobile devices. **Please do NOT use *AppDesQ Services* to distract your attention and prevent you from obeying traffic or safety laws.**

3.4 Do not misuse *AppDesQ Services*. That is, do not interfere with *AppDesQ Services* or try to access them using methods other than the interface we provide. You may use our services only as permitted by law, including applicable export and control laws and regulations. We can suspend or stop providing our services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct. Do not "load test" our services to simulate "high volume" conditions. Any such tests if required must be requested directly to AppDesQ Inc. in writing.

### 4.0 AppDesQ Account

4.1 You will need an account for a product or service from AppDesQ Inc. to use *AppDesQ Services*. Such an account can be created by you or by a user with an administrator role. Your account will have a user name and an access password which you must keep confidential and unique for this account. You are responsible for the activity that happens on or through your AppDesQ Account.

4.2 *AppDesQ Services* are purchased as subscriptions. Subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. You will pay all dues specified in payment forms. Fees are based on service subscriptions purchased and not actual usage. This Agreement commences on the date you first accept it and continues until all subscriptions hereunder have expired or have been terminated.

### 5.0 Free Trial

If you register for *AppDesQ Services* for a free trial, we will make *AppDesQ Services* available to you free of charge until the end of the free trial period for which you registered to use. Any information that you may enter using *AppDesQ Services* during the free trial may be lost after the trial unless you purchase *AppDesQ Services* subscriptions before the free trial period ends. During the free trial, the *AppDesQ Services* are provided "AS IS" without any warranty. The purpose of the trial period is to provide you with a hands-on

overview of features and functions of *AppDesQ Services* before purchasing paid subscriptions. The free trial period is not a prerequisite for purchase but highly recommended.

## 6.0 Privacy & Copyright Protection

AppDesQ Inc.'s Privacy Policy explains our treatise of your personal data and protects your privacy when you use *AppDesQ Services*. By using these Services, you agree that *AppDesQ Services* can use such data in accordance with our Privacy Policies.

We will respond to any notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the US Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think that somebody is violating your copyright and want to notify us, please contact us via phone and additionally document the notification in writing.

## 7.0 Your Content in our Services

Some features of *AppDesQ Services* allow you to upload, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. That is, what belongs to you remains your intellectual property.

When you upload, store, send or receive content to or through *AppDesQ Services*, you give AppDesQ Inc. (and our affiliates) license to communicate such content as appropriate. These rights granted by you in this license are for the limited purpose of operating our services. This license continues even if you stop using our Services. It is your responsibility to ascertain that you have the necessary rights to grant us this license for any content that you submit to *AppDesQ Services*.

If you submit feedback or suggestions about *AppDesQ Services*, we may use your feedback or suggestions without obligation to you.

## 8.0 Software used in our Services

You may not copy, modify, distribute, sell or lease any part of *AppDesQ Services* or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. Some software modules used in *AppDesQ Services* may be offered under an open-source license that we will make available to you. Sometimes, there are provisions in the open-source license that expressly override some of these terms.

## 9.0 Third Party Providers

9.1 *AppDesQ Services* integrate with third party services to implement some features. Any acquisition by you of such products or services, and any exchange of data between you and any third-party provider is solely between you and the respective provider. We do not warrant or support these products or services, whether or not they are integrated with our Services. If you choose to use a third-party application with our Services, you grant us access to your data with the third-party application to interwork with *AppDesQ Services*

9.2 *AppDesQ Services* integrate with other vendors' products and may display some content that does not belong to *AppDesQ Inc.* This content is the sole responsibility of the company that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please do not assume that we do. To use products and/or services from other vendors that we integrate with, you must purchase licenses or subscribe to the same directly from from them and conform to their Terms of Use.

## 10.0 Warranties, Disclaimers, Liabilities

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER **APPDESQ INC.** NOR ITS SUPPLIERS MAKE ANY SPECIFIC PROMISES ABOUT *APPDESQ SERVICES*.

The information is provided by *AppDesQ Services* and while we will keep the information updated and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to our Services or the information, products, services, or related graphics contained on our Services for any purpose.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of our Services.

Through *AppDesQ Services*, you are able to link to other websites which are not under the control of *AppDesQ Inc.* We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep *AppDesQ Services* up and running smoothly. We will provide support for *AppDesQ Services* to you at no additional charge. There will be planned downtime for maintenance and upgrades with prior notice to the subscribers. However, AppDesQ Inc. takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control (including an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, third party system failure, or Denial of Service Attack).

WHEN PERMITTED BY LAW, APPDESQ INC. AND APPDESQ INC.'S SUPPLIERS AND AFFILIATES WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF APPDESQ INC. AND ITS SUPPLIERS AND AFFILIATES FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT THAT YOU PAID US TO USE OUR SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU WITH THE SERVICES AGAIN).

IN ALL CASES, APPDESQ INC. AND ITS SUPPLIERS AND AFFILIATES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## 11.0 Business uses of our Services

When you use *AppDesQ Services* on behalf of your business, that business entity accepts these terms. It will hold harmless and indemnify AppDesQ Inc and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgments, litigation costs and legal fees.

**Relationship of the Parties.** These terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between AppDesQ Inc and entities you represent.

## 12.0 About these Terms & Changes

We may change the terms that apply to our Services to reflect changes to the law or changes to our Services. You are requested to review the terms on a regular basis. We'll post notice of modifications to these terms on this page. We will display notice of modified terms in *AppDesQ Services*. Changes will not

apply retrospectively and will become effective no earlier than two weeks after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the changed terms for *AppDesQ Services*, you can discontinue use of the same.

These terms govern the relationship between AppDesQ Inc. and you. They do not create any third party beneficiary rights. If you do not comply with these terms and we do not take action immediately, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

The laws of California, USA, excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Alameda County, California, USA, and you and AppDesQ Inc. consent to personal jurisdiction in those courts.

Please contact us via phone at (408) 439-9016 and email us at [support@appdesq.com](mailto:support@appdesq.com).