

Drylendar – Terms of Use

Effective Date: 09/20/2023

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE, INCLUDING ANY INTEGRATIONS ON PARTNER PRODUCTS AND SERVICES.

THESE TERMS REQUIRE YOU TO ARBITRATE ANY DISPUTES YOU HAVE WITH US ON AN INDIVIDUAL BASIS ONLY, AND BY USING THE SERVICE AND ENTERING INTO THESE TERMS, YOU WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN ANY COURT, TO HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY, OR TO BRING ANY CLAIMS AGAINST US IN A CLASS ACTION FORMAT (INCLUDING AS A CLASS REPRESENTATIVE OR MEMBER OF ANY PUTATIVE CLASS).

Introduction

Welcome to **Drylendar** These Terms of Use (the “**Terms**”) govern the website <https://sociaaal.notion.site/Drylendar-Privacy-Policies-4d3c23a8ba9f4f258aa59864f7c9d800?pvs=4> (including both mobile and online versions) (the “**Site**”), our **Drylendar** mobile app (the “**App**”), integrations on partner products and services, and other interactive features, widgets, content, and/or other online services that we own and control and that post a link to these Terms (collectively with the Site and the App, the “**Service**”), which are made available by App Craft Studio (“**App Craft Studio**,” “**we**,” “**our**,” or “**us**”). By using the Service, you acknowledge and accept the Service’s [Privacy Policy](#) and consent to the collection and use of your data in accordance with our [Privacy Policy](#).

If You Want to Use the Service,

then carefully read these entire Terms (including all links to details), as they constitute a written agreement between you and us and they affect your legal rights and obligations. Each time you access and/or use the Service (other than to simply read these Terms), you agree to be bound by and comply with these Terms and any Additional Terms (defined below) then posted. *Therefore, do not use the Service if you do not agree.*

The business realities associated with operating the Service are such that, without the limitations that are set forth in these Terms, such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and the arbitration of certain disputes—we would not make the Service available to you.

By accessing and/or using the Service, you agree to be bound by these Terms. In some instances, both these Terms and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Additionally, certain features and services made available through the Service from time to time may be governed by different terms of use.

Linkable Table of Contents

It is important that you read and understand these entire Terms before using the Service. To ease review, each section below includes a brief introductory summary and a link to the full explanation. Please note that the complete provisions, and not the headings or summaries shall govern. You can click on the headings and “More” buttons to be taken to the full explanation. Any capitalized terms have the meanings given to them where defined in the Terms.

1. [Account Types and Account Details](#)

You may have the opportunity to open, revise and close your accounts, subject to certain rules. We may offer you the ability to make choices regarding how and to whom some aspects of your account are used and seen, but these may not be completely effective. [More](#)

2. Content, Ownership, Limited License, and Other Rights

We only grant you a limited revocable license to use the Service for your own non-commercial use subject to rules and limitations. [More](#)

3. Service and Content Use Restrictions

Your use of our Service is subject to various restrictions designed to protect the Service and our users. We may change or discontinue our Service in whole or in part at any time. [More](#)

4. Terms Applicable to Subscriptions

If you purchase a subscription to the Service, these terms apply. [More](#)

5. Content You Submit and Community Usage Rules

You grant us a broad license, which we may sublicense, to the content you submit which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. Use of our Service is subject to our Community Usage Rules and we have the right to manage our Service to keep its content appropriate. [More](#)

6. Procedure For Alleging Copyright Infringement

Users may not post content they do not own or control, and may be suspended or terminated if they do so. Copyright owners may give us notice of infringement by following specific instructions specifically addressed in this section. [More](#)

7. Notices and Questions

You agree we may provide you notices, including of new terms and conditions, by posting notice on the home page of the Service, changing the date at the beginning of these Terms or by other reasonable means that we may elect, such as to the email address you provided. [More](#)

8. Links by You to the Service

You may link to our Service, subject to some basic rules. [More](#)

9. Linked-To Websites; Advertisements; Dealings with Third Parties

We are not responsible for third parties or their content, advertisements, apps, sites, products and/or services. We may make advertisements and third-party content or services available to you on or via our Service, which we do not control. Use caution when dealing with third parties. [More](#)

10. Wireless Features

Wireless carrier charges may apply to use of the Service via wireless networks or Devices. [More](#)

11. Dispute Resolution

You agree to arbitrate most disputes and waive jury trial and class actions and to bring many types of claims within one (1) year. [More](#)

12. Disclaimer of Representations and Warranties

We disclaim warranties to the extent permitted by applicable law, and provide the Service “As Is.” [More](#)

13. Limitations of our Liability

Our liability is greatly limited. [More](#)

14. Updates to Terms

These Terms and Additional Terms posted on the Service at each time of use apply to that use, and the Terms may be prospectively updated as our Service evolves. Posting of new Terms on the Service is notice to you thereof. [More](#)

15. General Provisions

You agree to various other terms and conditions, which you should read here, including regarding (a) our control and discretion; (b) your indemnity of us; (c) accessing the Service from outside of the United States; (d) export controls; (e) enforcement and interpretation of these Terms; (f) communications with us; (g) investigations, cooperation with law enforcement, termination and survival; (h) limit on assignment and delegation of rights and obligations; (i) how waivers may be made; and (j) your responsibility for your connectivity and access. [More](#)

16. Terms Applicable For Apple Device Users

There are some other things you should know if you are accessing or using our App through an Apple Device. [More](#)

17. Terms Applicable For Google Play Users

There are some other things you should know if you are acquiring our App from the Google Play Store. [More](#)

Full Details of the Terms of Use

1. Account Types and Account Details

A. Subscription Accounts. Users can subscribe to the Service by a purchasing membership to the Service on a subscription basis. Users must first register for an account and then purchase a subscription plan. Subscription plans are \$4.99/monthly, \$49.99/yearly and \$99.99/lifetime unless otherwise stated by App Craft Studio on the Service. Purchasing a subscription allows users to access the Service ad free, reminders (push notification), widgets, and holographic profile pictures, and utilize other features.

B. Free Accounts. Users can access the Service for free after creating an account. By creating a free account, users can [INSERT FEATURES OF FREE ACCOUNTS].

C. Account Access. No one under thirteen (13) years of age is allowed to create an account or use the Service. In order to access or use some (or potentially all) of the features on the Service, you may be required to first register for a user account through our registration process that we make available through the Service (and purchase a subscription as described in Section 4). The Service's practices governing any resulting collection and use of your personal information are disclosed in our [Privacy Policy](#). If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an email notification with a randomly generated initial password) and you agree that: (i) You will not use a username (or email address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or email address for any other reason in our sole discretion; (ii) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username—whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device (defined below) so that others may not access any password protected portion of the Service using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. If any

information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits—all in our sole discretion, for any reason, and without advance notice or liability. You are responsible for all activity on your account. If you violate our policies we may terminate your account. Don't do anything illegal, abusive towards others, or that abuses our Service in a technical way.

D. Profiles. Your account may allow you to post a public profile (a “**Profile Page**”). Profile Pages may not include any form of prohibited User-Generated Content, as outlined below. We may offer you the ability to set preferences relating to your profile or Service activities, but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for users' Profile Page material. Profile Pages may only be set up by an authorized representative of the individual that is the subject of the Profile Page. We do not review Profile Pages to determine if they were created by an appropriate party, and we are not responsible for any unauthorized Profile Pages that may appear on the Service. If there is any dispute as to whether a Profile Page has been created or is being maintained by an authorized representative of the individual who is the subject of that Profile Page, then we shall have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate in our sole discretion. Such resolution may include, without limitation, deleting or disabling access to Profile Pages, or any portion thereof, at any time without notice.

E. Identity Authentication. You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth, and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your information against third party databases or through other sources. We may also ask to see your driver's license or other identifying documents at any time. If you use certain services on the Service, federal law may require that we verify some of your information. App Craft Studio reserves the right to close, suspend, or limit access to your account and/or the Service in the event we are unable to obtain or verify this information.

2. Content, Ownership, Limited License, and Other Rights

A. Content. The Service contains a variety of: (i) materials and other items relating to App Craft Studio, and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of App Craft Studio (collectively, “**Trademarks**”); and (iii) other forms of intellectual property (all of the foregoing, collectively, “**Content**”).

B. Ownership. The Service (including past, present, and future versions) and the Content are owned or controlled by App Craft Studio, our licensors and/or certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of App Craft Studio or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. App Craft Studio owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

C. Limited License to Content. Subject to your strict compliance with these Terms (including payment of any requested subscription fee pursuant to Section 4 below) and any Additional Terms, App Craft Studio grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “**Device**”) for your personal, non-commercial use only. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in App Craft Studio's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

D. Rights of Others. When using the Service, you must respect the intellectual property and other rights of App Craft Studio and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Service, then please see [Section 6](#) below.

3. Service and Content Use Restrictions

A. Service Use Restrictions. You agree that you will not: (i) use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Trademarks; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, bullying, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to App Craft Studio; (iv) reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user’s access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, App Craft Studio, or other users of the Service; (vi) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the User-Generated Content (defined below); (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; (ix): (a) use false or deceptive identities, names or accounts; (b) deploy or otherwise use bots, malware, viruses or scrapers; (c) make it appear as though any aspect of your account, User-Generated Content, including, without limitation, your likes, responses, beans, friends, clicks, etc., are more successful than they actually were through unauthentic interactions by you or third parties you engage, manage, or transact with (e.g., click-fraud, etc.); (d) engage in any activities that are designed to defraud or game App Craft Studio or third parties; or (e) deploy, or permit any third party to deploy, any technology on, or in connection with, App Craft Studio or App Craft Studio branded sites, systems or services that can enable the tracking of site or service activities or users, except with App Craft Studio prior express written approval; or (x) otherwise violate these Terms or any Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Service: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, “bot,” spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any Additional Terms or with the prior written consent of an officer of App Craft Studio or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or App Craft Studio to manipulate such Content in any way that adversely affects any user experience.

C. Availability of Service and Content. App Craft Studio may immediately modify, interrupt, suspend, or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in App Craft Studio’s sole discretion, and without advance notice or liability.

D. Reservation of All Rights Not Granted as to Content and Service. These Terms and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by App Craft Studio and its licensors and other third parties. *Any unauthorized use of any Content or the Service for any purpose is prohibited.*

4. Terms Applicable to Subscriptions

A. Generally. To purchase access and use of subscriptions we make available for sale on the Service or other products and services available on the Service, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence, or, if you are a minor (who is at least seventeen (17) years of age), you must have a credit card where an adult has listed you as an authorized user of their card. For any product or service that you order on the Service, you agree to pay the price applicable (including any sales taxes and surcharges) as of the time you submit the order. For subscriptions, Apple or Google will automatically bill your credit card or other form of payment submitted as part of the order process for such price. The amount of each membership subscription depends on the type of membership agreement you enter into.

B. Subscription Term & Termination. Except in the event of a free trial offer, your subscription will commence as of the date your payment for a subscription is received by App Craft Studio. Your subscription will continue in full force for the length of the term you specifically purchased or on a weekly basis until such time as you cancel the subscription as further explained below (the “**Subscription Term**”). In the event that you cancel a subscription in the middle of your Subscription Term, you will **not** be entitled to receive a refund for the unused portion of the remainder of that Subscription Term. App Craft Studio will have the right, upon written notice to you, to terminate these Terms, and suspend your access to your subscription, if: (a) you fail to pay App Craft Studio any amount due to App Craft Studio under these Terms; and/or (b) you materially breach any term or condition of these Terms. App Craft Studio shall have the right to terminate these Terms and suspend your access to your subscription with or without cause, upon thirty (30) days written notice to you in which case you will no longer be charged for access to the subscription. Upon the expiration or termination of these Terms for any reason, your access to, and your use of, your subscription will terminate.

C. Free Trials/Promotional Offerings. We may offer promotional trial subscriptions to access the Service for free for a limited time or at special discounted prices. If you sign up for a trial use, your rights to use the Service are limited by the terms of such trial and will terminate or renew on the terms of your trial arrangement and/or any applicable Additional Terms. Please be aware that when you sign up for a free trial, you will be required to provide your credit card number and App Craft Studio will confirm your credit card is valid. When we process your credit card, some credit card companies may place a temporary hold on your account for your first payment. Please contact your credit card company if you have questions. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering. **ONCE YOUR FREE TRIAL ENDS, APPLE OR GOOGLE WILL BEGIN BILLING YOUR DESIGNATED PAYMENT METHOD ON A RECURRING BASIS FOR YOUR SUBSCRIPTION (PLUS ANY APPLICABLE TAXES AND OTHER CHARGES) FOR AS LONG AS YOUR SUBSCRIPTION CONTINUES, UNLESS YOU CANCEL YOUR SUBSCRIPTION PRIOR TO THE END OF YOUR FREE TRIAL. INSTRUCTIONS FOR CANCELING YOUR SUBSCRIPTION ARE DESCRIBED BELOW. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE TRIALS AT ANY TIME, WITHOUT NOTICE AND IN OUR SOLE DISCRETION.**

D. Auto-Renewal of Membership. **Your subscription to the Service will automatically renew at the end of your Subscription Term continuously and indefinitely without action by you, and the subscription fee is charged to you at the time of renewal, until you cancel.** An enrollee whose subscription fee has been paid is entitled to all privileges included in the subscription until the subscription is cancelled by the enrollee as set forth in the paragraph below. By providing your payment method information for your subscription, you are agreeing to pay a subscription fee, that will automatically renew, at the then current rate, unless you cancel prior to the expiration of the current Subscription Term, and any applicable taxes and service fees (collectively, “**Fees**”). The Fees will be charged to your original payment method automatically at the beginning of your Subscription Term, and at the beginning of each renewal Subscription Term thereafter on the calendar day corresponding to the commencement of your current Subscription Term, unless you cancel your subscription or your account is suspended or terminated pursuant to these Terms. The renewal Subscription Term will be the same length as your initial Subscription Term unless otherwise disclosed to you at the time of sale. The rate for the renewal Subscription Term will be the then current subscription-rate. The Fees charged to your payment method may vary from Subscription Term to Subscription Term due to changes in your subscription plan or applicable taxes, and you authorize App Craft Studio to charge your payment method for these amounts. App Craft Studio reserves the right to change the pricing of subscription at any time. In the event of a price change, App Craft Studio will post the new pricing on the Service and attempt to notify you in advance by sending an email to the address you have registered for your account. You agree that we may change the pricing we charge you for your subscription and any products/services offered in your subscription package by providing you with notice through an electronic communication from us and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You consent to our ability to change our pricing and the details of our subscription packages through an electronic communication to you. If you do not wish to accept a price or subscription package change made by us, you may cancel your subscription as described below, otherwise you will be deemed to have consented to the price/subscription package change and authorize App Craft Studio to charge the new Fees to your payment method. If there

are any discrepancies in billing, you hereby waive your right to dispute such discrepancies if you do not notify App Craft Studio within sixty (60) days after they first appear on an account statement.

E. Cancellation of Membership. You have the right to cancel your subscription at any time by clicking on “Cancel Subscription” through the “Subscriptions” tab in your Apple or Google device account settings, but you must do so at least twenty-four (24) hours before the end of the current Subscription Term. If you have issues cancelling your subscription, please email us at contact@appcraftstudio.com, and we can help instruct you on how to cancel your subscription. Cancellation of initial subscription any time after purchase will result in forfeiture of the Fees. Upon cancellation, you lose access to the areas of the Service designated for Subscribers only. This could include any credit and other data, stats, and analyses that have been displayed during your membership.

F. Methods of Payment, Credit Card Terms, and Taxes. All payments must be made through the App Store or Google Play. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not these Terms to determine your rights and liabilities as a cardholder. You represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. YOU, AND NOT App Craft Studio, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify App Craft Studio of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If App Craft Studio does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by App Craft Studio or its agents. Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the products. You are responsible for paying any such taxes or charges imposed on your purchases, including, but not limited to, sales, use or value-added taxes. App Craft Studio shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within and any states or localities that it deems is required in accordance with our order policy in effect at the time of purchase.

G. Refund Policy. You may cancel your account at any time; however, there are no refunds for cancellation. In the event that App Craft Studio suspends or terminates your account or these Terms, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

H. Order Acceptance Policy. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. App Craft Studio reserves the right at any time after receipt of your order to accept or decline your order for any reason. App Craft Studio further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the subscription term or quantity you ordered of any item. Your order will be deemed accepted by App Craft Studio upon our delivery of products or services that you have ordered. We may require additional verifications or information before accepting any order. Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less than the term or quantity you ordered, your sole and exclusive remedy is either that: (a) we will issue a credit to your credit card account in the amount charged for the cancelled portion or the quantity not provided (if your credit card has already been charged for the order); or (b) we will not charge your credit card for the cancelled portion of the order or the quantity not provided. Do not assume that a cancellation or change of an order you have placed with App Craft Studio has been effected until you receive a confirmation from App Craft Studio via email or the Service. As stated above, you will be responsible for, and your credit card or third-party payment account may be charged for, the payment of all fees associated with orders already processed or shipped before your cancellation/change request or a request to terminate your account was received.

I. No Responsibility to Sell Mispriced Products or Services. We do our best to describe every item, product or service offered on this Service as accurately as possible. However, we are human, and therefore we do not warrant that specifications or pricing on the Service is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, App Craft Studio shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional terms may apply. If any product you purchase from App Craft Studio is not as described once you receive it, your sole remedy is to return it in unused condition, complete and undamaged, in the original packaging.

J. Modifications to Prices or Billing Terms. The purchase of products and services on the Service is subject to availability. PRODUCTS AND SERVICES DISPLAYED ON THE SERVICE MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. APP CRAFT STUDIO RESERVES THE

RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SERVICE OR BY EMAIL DELIVERY TO YOU.

5. Content You Submit and Community Usage Rules

A. User-Generated Content.

(i) **General.** App Craft Studio may now or in the future offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service (collectively, “**submit**”) messages, audio, text, illustrations, files, images, graphics, photos, comments, feedback, surveys, responses, videos, information, content, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, “**User-Generated Content**”). App Craft Studio may allow you to do this through forums, or other third-party platforms, email, and other communications functionality. Subject to the license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it.

(ii) **Non-Confidentiality of Your User-Generated Content.** Except as otherwise described in the Service’s posted [Privacy Policy \[LINK\]](#) or any Additional Terms, you agree that: (a) your User-Generated Content will be treated as non-confidential—regardless of whether you mark them “confidential,” “proprietary,” or the like—and will not be returned; and (b) App Craft Studio does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon App Craft Studio’s request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk. In your communications with App Craft Studio, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “**Unsolicited Ideas and Materials**”). Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User-Generated Content and licensed to us as set forth below. In addition, App Craft Studio retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. App Craft Studio’s receipt of your Unsolicited Ideas and Materials is not an admission by App Craft Studio of their novelty, priority, or originality, and it does not impair App Craft Studio’s right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

(iii) **License to App Craft Studio of Your User-Generated Content.** Except as otherwise described in any applicable Additional Terms, you grant to App Craft Studio the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to App Craft Studio to your User-Generated Content, you also hereby grant to App Craft Studio, and agree to grant to App Craft Studio, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 5(A)(iii).

(iv) **Exclusive Right to Manage Our Service.** App Craft Studio may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content, and App Craft Studio may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of User-Generated Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms, including, without limitation, the content restrictions set forth below in the [Rules](#) [(defined in [Section 5\(B\)](#)] [Such User-Generated Content submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Service or elsewhere.

(v) **Representations and Warranties Related to Your User-Generated Content.** Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that, as to that User-Generated Content: (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant App Craft Studio the rights to it that you are granting by these Terms and any Additional Terms, all without any App Craft Studio obligation to obtain consent of any third party and without creating any obligation or liability of App Craft Studio; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to App Craft Studio's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms (including the Rules) or any Additional Terms, or cause injury or harm to any person.

(vi) **Enforcement.** App Craft Studio has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at App Craft Studio's cost and expense, to which you hereby consent and irrevocably appoint App Craft Studio as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. Community Usage Rules. As a user of the Service, these Community Usage Rules ("Rules") are here to help you understand the conduct that is expected of visitors of forums or other interactive spaces on the Service ("Communities").

(i) **Nature of Rules.** Your participation in the Communities is subject to all of the Terms, including these Rules:

- **Maintain Appropriate Rights in Your User-Generated Content.** With respect to all User-Generated Content that you submit to us, you represent and warrant that the material is either fully original to you or that you have all the necessary rights, licenses, permissions, clearances and consents needed from third parties in order for you to submit your User-Generated Content (including, but not limited to, all copyright and right of publicity and privacy rights) for you to comply with the terms of this Agreement. Your User-Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties (other than App Craft Studio). Do not use any User-Generated Content that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet or other source. If anyone contributes to your User-Generated Content or has any rights to your User-Generated Content, or if anyone appears or provides services in the User-Generated Content, then you must also have their permission to submit such User-Generated Content to App Craft Studio. (For example, if someone has taken a video of you and your friend, and you submit that video to App Craft Studio as your User-Generated Content, then you must obtain your friend's and the videographer's permission to do so.) We may require, at any time, proof of the permissions referred to above in a written form acceptable to us. Failure to provide such proof may lead to, among other things, such User-Generated Content being rejected from posting on or taken down from the Service.
- **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to

enjoy. If you think your User-Generated Content might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, bullying, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.

- **Do Not Use for Inappropriate Purposes.** Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your User-Generated Content.** Do not impersonate any other person, user, or company, and do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.
- **Others Can See.** Please remember that the Communities may be public or semi-public and User-Generated Content that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Community spaces and take care when disclosing this type of information to others.
- **Don't Share Other Peoples' Personal Information.** Your User-Generated Content should not reveal another person's address, phone number, email address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by App Craft Studio.
- **Don't Damage the Service or Anyone's Computers or Other Devices.** Your User-Generated Content must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.

If you submit User-Generated Content that App Craft Studio reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the User-Generated Content in question being removed from the Service.

(ii) **Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

C. **Alerting Us of Violations.** If you discover any content that violates these Terms, then you may report it to us [here](#) (e.g. contact@appcraftstudio.com). For alleged infringements of intellectual property rights, see [Section 6](#) below.

6. Procedure For Alleging Copyright Infringement

A. **DMCA Notice.** App Craft Studio will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: “DMCA Copyright Infringement Notice”;
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL or page of the Service on which the material appears);
- (iv) your full name, address, telephone number, and email address;
- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

App Craft Studio will only respond to DMCA Notices that it receives by mail or email at the addresses below:

By mail: App Craft ; 128 rue de La Boétie 75008 PARIS FRANCE

By email: contact@appcraftstudio.com

It is often difficult to determine if your copyright has been infringed. App Craft Studio may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and App Craft Studio may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting App Craft Studio’s other rights, App Craft Studio may, in appropriate circumstances, terminate a repeat infringer’s access to the Service and any other website owned or operated by App Craft Studio.

B. Counter-Notification. If access on the Service to a work that you submitted to App Craft Studio is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: “DMCA Counter-Notification”;
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL or page of the Service from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iv) your full name, address, telephone number, email address, and the username of your account;

(v) a statement that you consent to the jurisdiction of the federal district court for the judicial district in which your address is located (or, if the address is located outside the United States, to the jurisdiction of the United States District Court for the Northern District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

7. Notices and Questions

You agree that: (i) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the homepage of the Service, or in another reasonable manner that we may elect; and (ii) we may contact you by mail or email sent to the address provided by you. You agree to promptly notify us if you change your email or mailing address by updating your account information.

If you have a question regarding using the Service, you may contact us at **contact@appcraftstudio.com**. You acknowledge that the provision of customer support is at App Craft Studio's sole discretion and that we have no obligation to provide you with customer support of any kind.

8. Links by You to the Service

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with App Craft Studio or cause any other confusion, and (c) the links and the content on your website do not portray App Craft Studio or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to App Craft Studio. App Craft Studio reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

9. Linked-To Websites; Advertisements; Dealings with Third Parties

A. Linked Services; Advertisements. The Service may contain links, as part of third-party advertisements on the Service or otherwise, to or from third-party websites ("**Linked Services**"), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with App Craft Studio. App Craft Studio may have no control over the content, operations, policies, terms, or other elements of Linked Services, and App Craft Studio does not assume any obligation to review any Linked Services. App Craft Studio does not endorse, approve, or sponsor any Linked Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, App Craft Studio is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Linked Services. Finally, App Craft Studio will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third-party Linked Services. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Linked Services. App Craft Studio disclaims all liability in connection therewith.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Linked Services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). App Craft Studio disclaims all liability in connection therewith.

10. Wireless Features

A. Wireless Features. The Service may offer certain features and services that are available to you via your wireless Device. These features and services may include the ability to access the Service's features and upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively, "**Wireless Features**"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier with questions regarding these issues.

B. Terms of Wireless Features. You agree that as to the Wireless Features for which you are registered, we may send communications to your wireless Device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify us of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes.

11. Dispute Resolution

PLEASE READ THIS ENTIRE SECTION CAREFULLY, AS YOU ARE WAIVING CERTAIN LEGAL RIGHTS IN THE EVENT OF ANY DISPUTE WITH US AND ARE AGREEING TO BINDING INDIVIDUAL ARBITRATION, AMONG OTHER THINGS.

A. First – Try to Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the Service, the Content, your User-Generated Content, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, "**Dispute**"), or to any of App Craft Studio's actual or alleged intellectual property rights (an "**Excluded Dispute**"), which includes those actions set forth in Section 11(D), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such contact information exists or if such information is not current, then we have no obligation under this Section 11(A). Your notice to us must be sent via certified U.S. mail to: App Craft Studio LLC, d/b/a App Craft Studio, 311 2nd Street, Sausalita, California 94965 (Attn: Legal Department). The written description included in your notice must be on an individual basis and provide at least the following information: your name; the nature or basis of the claim or dispute; the date of any purchase or transaction at issue (if any and if available), and the relief sought. For a period of sixty (60) days from the date of receipt of notice from the other party, App Craft Studio and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, through an informal telephonic dispute resolution conference between you and App Craft Studio in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or App Craft Studio to resolve the Dispute or Excluded Dispute on terms with respect to which you and App Craft Studio, in each of our sole discretion, are not comfortable. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. This informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fee or other deadlines will be tolled while the parties engage in this informal dispute resolution process. Certain portions of this Section 11(A) are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and App Craft Studio agree that we intend that this Section 11(A) satisfies the "writing" requirement of the Federal Arbitration Act ("**FAA**").

B. Binding Arbitration. If we cannot resolve a Dispute as set forth in Section 11(A) within sixty (60) days of receipt of the notice, then ANY DISPUTE ARISING BETWEEN YOU AND APP CRAFT STUDIO OR ANY OF ITS AGENTS, VENDORS, CONTRACTORS, OR OTHER THIRD PARTY BENEFICIARY OF THESE TERMS (whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, any other intentional tort or negligence), common law, constitutional provision, respondeat superior, agency or any other legal or equitable theory), whether arising before or after the effective date of these Terms, **MUST BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION.** The FAA, not state law, shall govern the arbitrability of all disputes between App Craft Studio and you regarding these Terms (and any Additional Terms) and the Service including the “No Class Action Matters” Section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. App Craft Studio and you agree, however, that the applicable state, federal or provincial law, as contemplated in Section 11(J) below, shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and App Craft Studio regarding these Terms and the Service, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to any jurisdiction’s choice of law principles. An Excluded Dispute will only be subject to binding arbitration pursuant to this Section 11 if the parties mutually agree. Any Dispute will be resolved solely by binding arbitration in accordance with the then-current: (i) Consumer Arbitration Rules of the American Arbitration Association (“AAA”) then in effect since the matter involves a “consumer” agreement as defined by Consumer Arbitration Rule R-1; and if such Consumer Arbitration Rules do not apply then: (ii) the Commercial Arbitration Rules (collectively, “Rules”) of the AAA, except as modified herein, and the arbitration will be administered by the AAA. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing, then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’s streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of App Craft Studio consent to in writing.

C. Arbitration Process. If after sixty (60) days the informal dispute resolution procedure set forth in Section 11(A) above is unsuccessful in resolving the parties’ dispute, a party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Rules. (The AAA provides applicable forms for Demands for Arbitration available at https://www.adr.org/sites/default/files/Demand_for_Arbitration_0.pdf (Commercial Arbitration Rules) and https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_1.pdf (Consumer Arbitration Rules), and a separate affidavit for waiver of fees for California residents only is available at https://adr.org/sites/default/files/Waiver_of_Fees_CA_Only.pdf.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state or county in which you reside. The parties will first attempt to agree on an arbitrator. If the parties are unable to agree upon an arbitrator within twenty-one (21) days of receiving the AAA’s list of eligible neutrals, then the AAA will appoint the arbitrator in accordance with the Rules. The arbitration may be conducted by telephone or based on written submissions, and if an in-person hearing is required, then it will be conducted in the county where you live or at another mutually agreed upon location. You and we will pay the administrative and arbitrator’s fees and other costs (and please note that you will be responsible for a portion or percentage of such fees) in accordance with the requirements of the Rules; but if the Rules (or other applicable arbitration rules or laws) require App Craft Studio to pay a greater portion or all of such fees and costs in order for this Section 11 to be enforceable, then App Craft Studio will have the right to elect to pay the fees and costs and proceed to arbitration. Except as set forth in Section 11(D), the arbitration will be conducted by a single arbitrator who will apply and be bound by these Terms and any Additional Terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party’s individual claim. The arbitrator will render an award within the time frame specified in the Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the Rules, and these Terms. The arbitrator’s award of damages and/or other relief must be consistent with the terms of the Limitations of our Liability Section above as to the types and the amounts of damages or other relief for which a party may be held liable. If a claim is brought seeking public injunctive relief and a court determines that the restrictions prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In such a case, the court shall stay the claim for public injunctive relief until the arbitration pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for the court to decide. Attorneys’ fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the

arbitration. If the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), App Craft Studio will have the right to recover its attorneys' fees and expenses. This arbitration provision shall survive termination of these Terms or the Service. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <http://www.adr.org> and JAMS: 800.352.5267 and <http://www.jamsadr.com>.

D. Special Additional Procedures for Mass Arbitration. If twenty-five (25) or more similar claims are asserted against App Craft Studio by the same or coordinated counsel or are otherwise coordinated, you understand and agree that the resolution of your Dispute might be delayed. You also agree to the following coordinated bellwether process and application of the AAA Multiple Consumer Case Filing Fee Schedule. Counsel for the claimants and counsel for App Craft Studio shall each select five (5) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process; the parties may but are not required to agree in writing to modify the number of cases to be included in the bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings pursuant to this provision. In the bellwether process, a single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator during the bellwether process unless the parties agree otherwise. After decisions have been rendered in the first ten (10) cases, App Craft Studio and all claimants shall engage in a global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the bellwether cases. If the parties are unable to resolve the remaining cases after the mediation, each side shall select another ten (10) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. After decisions have been rendered in the second group of twenty (20) cases, App Craft Studio and all claimants shall engage in a second global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the decided bellwether cases; if a global settlement cannot be reached in the second mediation, the parties also may discuss with the mediator the process for resolving the remaining cases with the benefit of the decisions in the first two (2) rounds of bellwether cases; the parties are not required to agree to any modifications to the process set forth herein. Absent a settlement or agreement to modify the procedure for arbitrating the remaining cases, in order to increase the efficiency of administration and resolution of arbitrations, the arbitration provider shall: (i) administer the arbitration demands in batches of fifty (50) demands per batch (to the extent there are fewer than fifty (50) arbitration demands left over after the batching described above, a final batch will consist of the remaining demands); (ii) designate one (1) arbitrator for each batch; and (iii) provide for a single filing fee due per side per batch. You agree to cooperate in good faith with App Craft Studio and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of single filing and administrative fees for batches of claims. This "batch arbitration" provision shall in no way be interpreted as authorizing class arbitration of any kind. App Craft Studio does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this Section 11(D). The statute of limitations and any filing fee deadlines shall be tolled for claims subject to this Section 11(D) from the time of the first cases are selected for a bellwether process until the time your case is selected to proceed, withdrawn, or otherwise resolved. A court shall have authority to enforce this Section 11(D) and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against App Craft Studio.

E. Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT A EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 11(A)) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES—OR IT WILL BE FOREVER BARRED. Commencing means, as applicable: (a) by delivery of written notice as set forth above in Section 11(A); (b) filing for arbitration with JAMS as set forth in Section 11(B); or (c) filing an action in state or federal court. The parties expressly waive any contrary statute of limitations or time bars, both legal and equitable, to the Disputes.

F. Injunctive Relief. The foregoing provisions of this Section 11 will not apply to any legal action taken by App Craft Studio to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, the Content, your User-Generated Content, these Terms and/or App Craft Studio's intellectual property rights (including such App Craft Studio may claim that may be in dispute), App Craft Studio's operations, and/or App Craft Studio's products or services.

G. No Class Action Matters. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. Except as expressly contemplated for mass arbitrations set forth in Section 11(D), Disputes will be arbitrated only on an

individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section 11(B) to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 11(H). Notwithstanding any other provision of this Section 11, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this “No Class Action Matters” section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions. Notwithstanding any other provision of this Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire arbitration agreement shall be void. If any portion of this arbitration agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration agreement.

H. Federal and State Courts in San Francisco, California. Except where arbitration is required above, small claims actions, or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute arising hereunder may only be instituted in state or federal court in San Francisco, California. Accordingly, you and App Craft Studio consent to the exclusive personal jurisdiction and venue of such courts for such matters.

I. Small Claims Matters Are Excluded from Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court on an individual basis for disputes and actions within the scope of such court’s competent jurisdiction.

J. Governing Law. These Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the State of California, without regard to its conflicts of law provisions.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, App Craft Studio, its parent company and subsidiaries, and each of their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, the “**App Craft Studio Parties**”), hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- (a) the Service (including the Content and the User-Generated Content);
- (b) the functions, features, or any other elements on, or made accessible through, the Service;
- (c) any products, services, developer code or instructions offered or referenced at or linked through the Service;
- (d) security associated with the transmission of your User-Generated Content transmitted to App Craft Studio via the Service;
- (e) whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- (f) whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
- (g) whether any defects to, or errors on, the Service will be repaired or corrected;
- (h) whether your access to the Service will be uninterrupted;

- (i) whether the Service will be available at any particular time or location; and
- (j) whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A APP CRAFT STUDIO PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE APP CRAFT STUDIO PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable.

13. LIMITATIONS OF OUR LIABILITY

TO THE EXTENT PERMITTED UNDER ANY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY APP CRAFT STUDIO PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH OR FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO:

- (a) the Service (including the Content and the User-Generated Content);
- (b) your use of or inability to use the Service, or the performance of the Service;
- (c) any action taken in connection with an investigation by App Craft Studio Parties or law enforcement authorities regarding your access to or use of the Service;
- (d) any action taken in connection with copyright or other intellectual property owners or other rights owners;
- (e) any injury or damages you sustain directly or indirectly as a result of your use of the Service;
- (f) any errors or omissions in the Service's technical operation; or
- (g) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if App Craft Studio Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL APP CRAFT STUDIO PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID APP CRAFT STUDIO TO ACCESS THE SERVICE OR

IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY US.

14. Updates to Terms

These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted terms of use and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). The Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page and the email you associated with your account for notices, and you agree that the means set forth in these Terms are all reasonable manners of providing you with notice. You can reject any new, revised or Additional Terms by discontinuing use of the Service and related services.

15. General Provisions

A. App Craft Studio's Consent or Approval. As to any provision in these Terms or any Additional Terms that grants App Craft Studio a right of consent or approval, or permits App Craft Studio to exercise a right in its "sole discretion," App Craft Studio may exercise that right in its sole and absolute discretion. No opt-in consent or approval may be deemed to have been granted by App Craft Studio without being in writing and signed by an officer of App Craft Studio.

B. Indemnity. You agree to, and you hereby, defend, indemnify, and hold App Craft Studio Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any App Craft Studio Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User-Generated Content; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; (vii) any other party's access and/or use of the Service with your account; and (viii) App Craft Studio Parties' use of the information or content that you submit to us (including your User-Generated Content) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by App Craft Studio Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, App Craft Studio Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. App Craft Studio Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a App Craft Studio Party.

C. Operation of Service; Availability of Products and Services; International Issues. App Craft Studio controls and operates the Service from its U.S.-based offices, and the Service is primarily intended for users located in the U.S. App Craft Studio makes no representation that the Service is appropriate or available for use beyond the U.S. These Terms comply with U.S. law only. If you use the Service from other locations, you are doing so on your own initiative and

are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Service may describe products and services that are available only in the U.S. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

D. Export Controls. Software related to or made available by the Service may be subject to export controls of the U.S. No software from the Service may be downloaded, exported, or re-exported: (i) into (or to a national or resident of) any country or other jurisdiction to which the U.S. has embargoed goods, software, technology or services (which, as of the effective date of these Terms, includes Cuba, North Korea, Iran, Sudan, and Syria), (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). You are responsible for complying with all trade regulations and laws both foreign and domestic. Except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls, including as set forth in subsections (i) – (iii) above.

E. Severability; Interpretation. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms or any Additional Terms, the word will be deemed to mean "including, without limitation." The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

F. Communications. As permitted by applicable law, when you communicate with us electronically, such as via email and/or text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

G. Investigations; Cooperation with Law Enforcement; Termination; Survival. App Craft Studio reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by App Craft Studio in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to App Craft Studio under these Terms or any Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from App Craft Studio, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any Additional Terms (including the terms applicable to User-Generated Content), which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to App Craft Studio in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

H. Assignment. App Craft Studio may assign its rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of App Craft Studio.

I. No Waiver. Except as expressly set forth in these Terms or any Additional Terms: (i) no failure or delay by you or App Craft Studio in exercising any of rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced. For avoidance of doubt, nothing herein shall be construed to restrict App Craft Studio's right to amend these Terms or any Additional Terms as otherwise permitted in those agreements.

J. Connectivity. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them. If you're unsure what those charges may be, you should ask your service provider before using the Service.

16. Terms Applicable For Apple Device Users

If you are accessing or using the Service through a Device manufactured and/or sold by Apple, Inc. ("**Apple**," with such a device herein referenced as an "**Apple Device**"):

- (i) To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms are entered into between you and App Craft Studio and, that Apple is not a party to these Terms other than as third-party beneficiary as contemplated below.
- (ii) The license granted to you in [Section 2](#) of these Terms is subject to the permitted Usage Rules set forth in the Apple App Store Terms and Conditions (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.
- (iii) You acknowledge that App Craft Studio, and not Apple, is responsible for providing the Service and Content thereof.
- (iv) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
- (v) To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
- (vi) Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and App Craft Studio, App Craft Studio, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- (vii) Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
- (viii) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.
- (ix) When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.

- (x) 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.

17. Terms Applicable For Google Play Users

The following applies to any mobile apps, including our App, that you acquire from the Google Play Store (“**Google-Sourced Software**”): (i) you acknowledge that these Terms are between you and App Craft Studio, only, and not with Google, Inc. (“**Google**”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) App Craft Studio,, and not Google, is solely responsible for App Craft Studio’s Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to App Craft Studio’s Google-Sourced Software.