

## **TERMS AND CONDITIONS AGREEMENT**    Last Updated: July 10th, 2015

THANK YOU FOR CHOOSING AppBuilderDirect.com

### 1. What the Contract Covers.

This is a contract between you and the MVP Apps, DBA: AppBuilderDirect, the company referenced in section 24. Sometimes AppBuilderDirect is referred to as “we,” “us” or “our”. This contract applies to software or services, including updates, that you use while this contract is in force. All of the software or services are referred to in this contract as the “service.”

Please note that we do not provide warranties for the service. The contract also limits our liability. These terms are in sections 15 and 16 and we ask you to read them carefully.

### 2. When You May Use the Service.

You may start using the App and the services at the completion of the software development process and publishing into the iPhone and Android app stores is complete. No withdrawal right or other “cooling off” period applies to the service and you waive any applicable “cooling off” period, except if the law requires a “cooling off” period despite your waiver and even when a service starts right away.

### 3. How You May Use the Service.

In using the service, you will:

obey the law;

obey any codes of conduct or other notices we provide;

obey the AppBuilderDirect Anti-spam Policy, which is available at <http://AppBuilderDirect.com/PrivacyPolicy.cfm>

keep your service account password secret; and

promptly notify us if you learn of a security breach related to the service.

### 4. How You May Not Use the Services and the App software.

In using the service, you may not:

use the service in a way that harms us or our affiliates, resellers, distributors, and/or vendors (collectively, the “AppBuilderDirect parties”), or any customer of a AppBuilderDirect party;

use any portion of the service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages (“spam”);

use any unauthorized third party software or service to access the AppBuilderDirect services;

use any automated process or service to access and/or use the service (such as a BOT, a spider, periodic caching of information stored by AppBuilderDirect, or “meta-searching”);

use any unauthorized means to modify or reroute, or attempt to modify or reroute, the service;

damage, disable, overburden, or impair the service (or the network(s) connected to the service) or interfere with anyone’s use and enjoyment of the service; or resell or redistribute the service, or any part of the service.

### 5. You Are Responsible For Your Service Account.

Only you may use your service account. For some parts of the service, we may notify you that you may set up additional member accounts that are dependent on your

account (an “associated account”). You are responsible for all activity that takes place with your service account or an associated account. You may not authorize any third party to access and/or use the service on your behalf.

#### 6. If You Are an Associated Account User.

If you are the user of an associated account, then the holder of the service account has full control over your associated account. This control includes the right to end the service, close or alter your associated account at any time, and, in some cases, to request and receive machine and service use information related to your associated account.

#### 7. If You Pay AppBuilderDirect.

**7.1 Charges.** This section 7 applies in all situations in which you directly pay us. If you pay a company other than us for the service, then the charges and billing terms are as stated by the other company. Even if you do not pay for the service, you may still incur charges incidental to using the service; for example, charges for Internet access, mobile text messaging, or other data transmission.

**7.2 Payment.** When you create a billing account, you enter your payment method. You must be authorized to use the payment method. You authorize us to charge you for the service using your payment method and for any paid feature of the service for which you choose to sign-up or use while this contract is in force. You will pay service charges in advance. We may charge you a different amount than what you approved. If it is a greater amount, we will tell you the amount and the date of the charge at least 10 days before we make the charge. Also, we may charge you up to the amount you have approved, and notify you in advance of the difference. We may bill you for more than one of your prior billing periods together. If we informed you that the service will be provided indefinitely or automatically renewed, we may automatically renew your service and charge you for any renewal term.

**7.3 Updates to Your Billing Account.** You must keep all information in your billing account current, including your billing address and the expiration date of your credit card. You can access your billing account at [support@AppBuilderDirect.com](mailto:support@AppBuilderDirect.com) where you can make changes to your billing account. You may change your payment method at any time. If you tell us to stop using your payment method, we may cancel your service. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.

**7.4 Trial Period Offers.** You may have received a limited time of free service or some other trial period offer. Unless we notify you otherwise, if you are participating in any trial period offer, you must cancel the service by the end of the trial period to avoid incurring charges. If you do not cancel your service, and we have informed you that the service will automatically be converted into a paid subscription at the end of the trial period, then you authorize us to charge your payment method for the service.

**7.5 Prices and Price Increases.** The price for the service excludes all taxes and internet, SMS, and phone charges, unless stated otherwise. You are responsible for any taxes that you are obligated to pay or that we may collect from you. You are responsible for all other charges (for example, phone charges). Currency exchange settlements are based on your agreement with your payment method provider. We may change the price of the service from time to time, but we will tell you before we do.

If there is a specific time length and price for your service offer, then that price will remain in force for that time. After the offer period ends, your use of the service will be charged at the new price.

If your service is on a period basis (for example, monthly), with no specific time length, then we will tell you the date of any price change. That date will be not less than 30 days after we tell you of the price change.

If you do not agree to these changes, then you must cancel and stop using the service before the changes take place. If you cancel your service, then your service ends at the end of your current service time length or, if we bill your account on a period basis, at the end of the period in which you cancelled.

**7.6 Refund Policies.** Unless otherwise provided by law, all charges are non-refundable unless stated otherwise and the costs of any returns will be at your expense.

**7.7 Online Statement; Errors.** We will provide you with an online billing statement. This is the only billing statement that we provide. Go to [support@AppBuilderDirect.com](mailto:support@AppBuilderDirect.com) to request a paper copy of this statement. If you request a paper copy, we may charge you a retrieval fee. We will only provide paper copies for the past 120 days. If we make an error on your bill, we will correct it promptly after you tell us and we investigate the charge. You must tell us within 120 days after an error first appears on your bill. You release us from all liability and claims of loss resulting from any error that you do not report to us within 120 days after the error first appears on your online statement. If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time.

**7.8 Canceling the service.** You may cancel the service at any time, with or without cause. Go to [support@AppBuilderDirect.com](mailto:support@AppBuilderDirect.com) to obtain information on canceling your service. Certain service offers may require cancellation charges, and you will pay all cancellation charges as specified in the materials describing the offer. Cancellation of the service by you will not alter your obligation to pay all charges made to your billing account.

**7.9 Internet Access service.** If the service does not include Internet access, then you are responsible for paying the fees charged by your Internet access provider. Those fees are in addition to the fees you pay us for the service. The rest of this section applies only if your service includes Internet access.

If you use a dial-up modem, you are responsible for determining if the numbers you select will incur toll charges. To do this you must contact your telephone company first. Tell them the numbers you consider using. Your telephone company can tell you if using those numbers will trigger additional charges. Ask them if there are other telephone service charges you will incur using those numbers. You should contact your phone company even if we provided the number as an appropriate access number for you. We rely on others to provide us with that information. Unfortunately, sometimes it is wrong. If you incur any extra charges, then you must pay them. We will not reimburse you for them.

You also will pay any additional charges you incur if you connect to the service through a service telephone number while you are in a country that is not the country associated with your service account ("roaming charges"). Roaming charges are in addition to any long distance telephone charges you may incur when connecting to the service from another country. Please check the service information area to view the current rates for

roaming charges. You may also incur additional charges if your usage of the service exceeds the number of hours covered by your service plan.

7.10 Payments to You. Your right to any payment due you under a service is conditioned upon you promptly providing us with all information we require to properly make the payment (for example, bank account information for receiving the payment). We will use reasonable efforts to tell you what information we require in advance of your use of the applicable service. Even if we do not tell you in advance, you must provide us the information we request before your right to receive the payment accrues. You are responsible for the accuracy of the information you provide and any taxes you may incur as a result of receiving a payment. You must also comply with any other conditions we place on your right to any payment. If you receive a payment that was not due to you, we may reverse or seek return of the payment and you agree to cooperate with us in our efforts.

#### 8. Your Materials.

You may be able to submit materials for use in connection with the service. Except for material that we license to you, we do not claim ownership of the materials you post or otherwise provide to us related to the service (called a "submission"). However, by posting or otherwise providing your submission, you are granting to the public free permission to:

use, copy, distribute, display, publish and modify your submission, each in connection with the service;

publish your name in connection with your submission; and

grant these permissions to other persons.

This section only applies to legally permissible content and only to the extent that use and publishing of the legally permissible content does not breach the law. We will not pay you for your submission. We may refuse to publish, and may remove your submission from the service at any time. For every submission you make, you must have all rights necessary for you to grant the permissions in this section.

#### 9. Privacy.

We consider your use of the service to be private. However, we may access or disclose information about you, your account and/or the content of your communications, in order to: (1) comply with the law or legal process served on us; (2) enforce and investigate potential violations of this contract; including use of this service to participate in, or facilitate, activities that violate the law; or (3) protect the rights, property, or safety of AppBuilderDirect, its employees, its customers or the public. You consent to the access and disclosures outlined in this section.

We may use technology or other means to protect the service, protect our customers, or stop you from breaching this contract. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the service.

In order to provide you the service, we may collect certain information about service performance, your machine and your service use. We may automatically upload this information from your machine. This data will not personally identify you. You may read about this information collection in more detail in the privacy policy at <http://AppBuilderDirect.com/PrivacyPolicy.cfm>

#### 10. Software.

If you receive software from us as part of the service, your use of that software is under the terms of the license that is presented to you for acceptance for that software. If there is no license presented to you, then we grant you the right to use the software only for the authorized use of the service on that number of computers stated in your service offer. We reserve all other rights to the software.

We may automatically check your version of the software. We may automatically download upgrades to the software to your computer to update, enhance and further develop the service.

Unless we notify you otherwise, your license to use the software will end on the date your service ends, and you must promptly uninstall the software. We may disable the software after the date the service ends.

You will not disassemble, decompile, or reverse engineer any software included in the service, except and only to the extent that the law expressly permits this activity.

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

#### 11. AppBuilderDirect Authentication Network.

We may provide you with credentials on our authentication network to use with the service. You are solely responsible for any dealings with third parties (including advertisers) who use our authentication network, including the delivery of and payment for goods. This contract applies to you whenever you use the credentials you obtained with the service. When you use our authentication network to gain access to any site, the terms and conditions for that site, if different from this contract, may also apply to you in your use of that site. Please refer to the terms of use for each site that you visit. We may cancel or suspend your access to our authentication network for inactivity, which we define as failing to sign in to our authentication network for an extended period, as determined by us. If we cancel your credentials, your right to use our authentication network immediately ceases.

#### 12. Requirements For Advertising AppBuilderDirect

You may be able to place advertisements about the service. We have no obligation to display any part of the advertising content. With respect to any advertising content you provide, you promise that:

- all advertising content is accurate, complete and current;
- you have all necessary rights, power and authority to publish the advertising content;
- the advertising content, and any web site listed or linked to from the advertising content: complies with all applicable laws and regulations;
- does not infringe, misappropriate or otherwise violate any copyright, patent, trademark, service mark, trade secret or other intellectual property right of any third party;
- does not breach the rights of any person or entity, including rights of publicity or privacy, and is not defamatory; and
- does not result in consumer fraud (including being false or misleading), product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity.

you possess documents substantiating all claims, express and implied, contained within the advertising content.

#### 13. How We May Change the Contract.

If we change this contract, then we will tell you at least 30 days before the change takes place. If you do not agree to these changes, then you must cancel and stop using the

service before the change takes place. If you do not stop using the service, then your use of the service will continue under the changed contract.

#### 14. WE MAKE NO WARRANTY.

We provide the service “as-is,” “with all faults” and “as available.” We do not guarantee the accuracy or timeliness of information available from the service. The AppBuilderDirect parties give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws that this contract cannot change. We exclude any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.

#### 15. LIABILITY LIMITATION.

You can recover from the AppBuilderDirect parties only direct damages up to an amount equal to your service fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages. This limitation applies to anything related to:  
the service, content (including code) on third party Internet sites, third party programs or third party conduct, viruses or other disabling features that affect your access to or use of the service,  
incompatibility between the service and other services, software and hardware,  
delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and  
claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if:

this remedy does not fully compensate you for any losses, or fails of its essential purpose; or

AppBuilderDirect knew or should have known about the possibility of the damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential or other damages.

#### 16. Changes to the Service; If We Cancel the Service.

We may change the service or delete features at any time and for any reason. We may cancel or suspend your service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon service cancellation, your right to use the service stops right away. Once the service is cancelled or suspended, any data you have stored on the service may not be retrieved later. Our cancellation of the service will not alter your obligation to pay all charges made to your billing account. If we cancel the service in its entirety without cause, then we will refund to you on a pro-rata basis the amount of payments that you have made corresponding to the portion of your service remaining right before the cancellation.

#### 17. Interpreting the Contract.

All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then you and we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the service. It supersedes any prior contract

or statements regarding your use of the service. If you have confidentiality obligations related to the service, those obligations remain in force (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

#### 18. Assignment.

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service.

#### 19. No Third Party Beneficiaries.

This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

#### 20. Claim Must Be Filed Within One Year.

Any claim related to this contract or the service may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

#### 21. Your Notices to Us.

You may notify us as stated in the customer support or “help” area for the service. We do not accept e-mail notices.

#### 22. Notices We Send You; Consent Regarding Electronic Information.

This contract is in electronic form. We have promised to send you certain information in connection with the service and have the right to send you certain additional information. There may be other information regarding the service that the law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your service. We may provide required information to you:

by e-mail at the e-mail address you specified when you signed up for your service;  
by access to a AppBuilderDirect web site that will be designated in an e-mail notice sent to you at the time the information is available; or  
by access to a AppBuilderDirect web site that will be generally designated in advance for this purpose.

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the service, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the service.

#### 23. NOTICES

##### Notices and Procedure for Making Claims of Copyright Infringement

Under Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to service provider's designated agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

##### Copyright and Trademark Notices

All contents of the service are Copyright © 2014 AppBuilderDirect Inc. and/or its suppliers, \_\_\_\_\_ U.S.A. All rights reserved. Copyright

and other intellectual property laws and treaties protect any software or content provided as part of the service. We or our suppliers own the title, copyright, and other intellectual property rights in the software or content. AppBuilderDirect and/or other AppBuilderDirect products and services referenced herein may also be either trademarks or registered trademarks of AppBuilderDirect in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, e-mail addresses, logos, people, places and events depicted herein are fictitious. No association with any real company, organization, product, domain name, e-mail address, logo, person, places or events is intended or should be inferred. Any rights not expressly granted herein are reserved. Certain software used in certain AppBuilderDirect web sites servers is based in part on the work of independent contractors.

#### Potentially Unwanted Software

If you remove or disable “spyware,” “adware” and other potentially unwanted software (“potentially unwanted software”), it may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer (such as where the other software installed the potentially unwanted software on your computer as a condition of your use of the other software). By using features of the service intended to help you remove or disable potentially unwanted software, it is possible that you will also remove or disable software that is not potentially unwanted software. If a feature of the service prompts you before removing or disabling potentially unwanted software, you are solely responsible for selecting which potentially unwanted software the service removes or disables. Before authorizing the removal of any potentially unwanted software, you should read the license agreements for the potentially unwanted software.

PLEASE NOTE: AppBuilderDirect, LLC. or, one of its affiliates, licenses this software service to you. You may use this internet based software service for each validly licensed copy of AppBuilderDirect software service identified for use with it. You may not use it if you do not have a license for the software. The license terms for the software apply to your use of this software based service. This software service covered by the AppBuilderDirect Online Privacy Statement.

#### Respect Copyright

Please respect the rights of artists and creators. Content such as music, photos and video may be protected by copyright. People appearing in content may have a right to control use of their image. You may not share other people’s content unless you own the rights or have permission from the owner.

#### Support

Customer support is offered for the Apps limited to the functionality of the App, unless the materials we publish in connection with a particular service specify that it includes customer support.

#### Legal Disputes

“Colorado” law will govern and enforce this Agreement. Any litigation or arbitration arising out of the use of this website will take place in any state court located within Denver County. By agreeing to these terms you waive any objection to personal



jurisdiction or venue in any forum located in those jurisdictions. Except for a claim of payments of amounts due, no action, regardless of form, arising out of the use of this website may be brought by either party against the other more than one year after the cause of action has arisen. At the option of [AppBuilderDirect.com](http://AppBuilderDirect.com) any dispute arising from or with respect to this Agreement will be decided by arbitration by the American Arbitration Association in accordance with its Commercial rules. At the request of either party, proceedings may be conducted in secrecy."