



User Agreement

Terms of Use

Please read these Terms of Use (“Terms”) carefully. By downloading, accessing or using the mobile applications, websites or other products or services (collectively, the “Services”) of AppicLife and our affiliates you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services.

AppicLife may change these Terms at any time and without notice in our sole discretion, effective upon the posting of the revised Agreement. Your continued use of the product or service shall be considered your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Services.

You must have the most current version of the product to ensure that it is working properly. It is your responsibility to periodically check the product and/or our website at www.appiclife.com, to determine if you have the most current version of the product.

We reserve the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice. You agree that we will not be liable for any modification, suspension or discontinuance of the Services or any part thereof.

AppicLife products or services are designed for Users twenty-one years of age or older, unless stated otherwise. AppicLife does not knowingly solicit data from children, not does it knowingly market products to children. If you are under twenty-one years of age, you should obtain consent of a parent or responsible party before using any AppicLife product or service.

You affirm that you are either more than twenty-one years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In addition, you affirm that you have not been previously suspended or removed from our Services.

We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion of thereof, and block or prevent your future access to and use of the Services or any portion thereof.

These Terms are meant to support our biggest motivation, for you to enjoy our products and have fun with them. So your role in this is, use our products and services responsible, within the laws of your country and with common sense. Don’t ruin the fun for everyone else.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE APPICLIFE PRODUCTS OR SERVICES



No Warranties

The product or service provided by AppicLife is provided "as is" without warranty of any kind. AppicLife expressly disclaims any warranty, regarding the product or service including any implied warranty of merchantability, fitness for a particular purpose, or for failure of performance. AppicLife does not warrant that the product or service will be free from defects or errors.

User Content

The Services may consist of interactive features and areas that allow users to create, post, transmit and/or store content, including but not limited to photos, videos, text, graphics, items or other materials (collectively, "User Content"). You understand that your User Content may be viewable by others and that you have the ability to control who can access such content by adjusting your privacy settings.

We encourage sharing moments and having ultimate freedom in your self-expression, but want you to realize that your freedom ends where it's interfering with other people's freedom. Use common sense to guarantee your safety and joy and the safety and joy of others. Spread love, not hate!

Be aware that your created content may always pop up somewhere someday, so be thoughtful of what you share. You may not want to miss out on that job in a couple of years, just because of content you shared today. And always keep it legal!

You're not allowed to use our services to create content that contains nudity or sexually suggestive content involving minors, minors engaged in activities that are dangerous and harmful, invasions of privacy, threats, harassment or bullying, impersonation or self-harm.

Violating these rules may result in the removal of content, the suspension of your account and being prohibited from using any AppicLife service in the future. Please take these rules seriously and honor them in the spirit in which they are intended. We will do our best to enforce them consistently and fairly, and ultimately we'll try to do what we think is best in each situation, at our own discretion.

You agree that you are solely responsible for your User Content and that AppicLife is not responsible or liable for any User Content. While we are not obligated to do so, we reserve the right, and have absolute discretion, to review, screen and delete User Content at any time and for any reason.

You retain all ownership rights in your User Content. However, by submitting User Content to any of the AppicLife services, you hereby grant us a nonexclusive, worldwide, royalty-free, sub licensable and transferable license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display such User Content in connection with the Services, subject to your use of privacy settings in the Services to control who can see your User Content.



Prohibited Activities

In addition to the other restrictions outlined in these Terms, you agree that you will not use any of the AppicLife products or services:

- To interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or any use that could damage, disable, overburden or impair the function of the Services in any matter. Such as, but not limited to, engaging in any harassing, intimidating, predatory or stalking conduct.
- For any illegal or unauthorized purpose or to engage in, encourage, or promote any activity that violates the law or these Terms or is beyond the scope of their intended use.
- To compromise the security or take any action that might expose source code or bypass or circumvent measures intended to prevent or limit access to any area, content or code of the Services.
- To use or attempt to use any user account without authorization.
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by AppicLife to access the Services or to extract data.
- Send any unsolicited or unauthorized advertising, spam, solicitations or promotional materials.
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so.

Account Security

You accept full responsibility for any activity that occurs while logged into your account. You are responsible for keeping your account secure and safe. Make sure you never share your username and or password. You agree that you will never share your credentials with others or do anything that might jeopardize the security of your account.

Copyright Policy

The trademarks, logos and service marks, "Marks", displayed and/or used are the property of AppicLife and other parties. Users are prohibited from using any Marks for any purpose without the written permission of AppicLife or such third party, which may own the Marks.

Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available through an AppicLife product or service for commercial or public purposes. Without in any way waiving any of the foregoing rights, you may download one copy for your personal, non-commercial home use only, provided you do not delete or change any copyright, trademark or other proprietary notices.

Modification or use of the material for any other purposes violates AppicLife's legal rights. Any unauthorized use of these materials may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, privacy, and publicity rights.

AppicLife respects the intellectual property rights of others. We have adopted a policy of, upon notice, restricting access to or deleting content that infringes a third party's copyright and, in appropriate circumstances and in our sole discretion, terminating account holders or other users of the Services who are deemed to be repeat infringers of a third party's copyrighted work.



Linked Applications or Sites

Although the AppicLife product or service may be linked to other applications or sites, AppicLife is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked application or site. By using any AppicLife product or service you acknowledge and agree that AppicLife has not reviewed and or tested all the applications or sites linked to this product or service and is not responsible for the content of any off-site applications, off-site pages or any other sites linked to an AppicLife product or service. Your linking to any other any off-site applications, off-site pages or any other sites is at your own risk.

Limitations of Liability and Indemnification

You agree that downloading and use of the product or service is at your own risk and that AppicLife, AppicLife affiliates and the AppicLife staff is not responsible for any damages or losses whatsoever resulting from your downloading or use of, or your reliance upon, the product or service, including but not limited to anything caused by any viruses, bugs, human action or inaction or any device, hardware, software or program malfunctions, or any other errors, failures or delays in network connections. By downloading the product or service you expressly agree to hold AppicLife harmless from any loss, harm, injury, or damage whatsoever resulting from or arising out of your use of the product or service. AppicLife cannot be held liable for any indirect, special, punitive, incidental, exemplary or consequential damages that result from the use of, or inability to use, the Services, the provision of the Services or any materials available therein or the conduct of other users of the Services, even if AppicLife has been advised of the possibility of such damages. AppicLife's liability shall in no event exceed € 1.00.

Your only right or remedy with respect to any problems or dissatisfaction with the AppicLife software is to deinstall and cease use. Refunds are never given.

THE DOWNLOADING AND/OR USE OF THE APPLICATION IS ENTIRELY AT YOUR OWN RISK AND IN NO EVENT SHALL APPICLIFE BE LIABLE (WHETHER UNDER THE LAW OF CONTRACTS, TORTS OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES OR LIABILITIES (COLLECTIVELY "DAMAGES") WHATSOEVER ARISING OUT OF OR RELATING TO THIS PRODUCT OR SERVICE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION IS TO STOP USING THE APPLICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD EVIDON, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, AND SETTLEMENTS, INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES RESULTING FROM OR ALLEGED TO RESULT FROM YOUR USE OF THIS PRODUCT OR SERVICE.



Arbitration

You and AppicLife agree to arbitrate any dispute arising from these Terms or your use of the Services, except that you and AppicLife are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. If it is established that a user of the Services has breached the Terms, AppicLife is within its rights to inform the entitled party hereof, which can then institute legal action against the user.

ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

You and AppicLife agree that arbitration will be conducted confidentially by a single arbitrator, chosen on behalf of AppicLife. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court.

Any dispute between you and AppicLife will be governed by these Terms and the Dutch law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. The Amsterdam District Court has sole jurisdiction to take cognizance of disputes relating to these Terms, an agreement or the performance thereof.

Serverability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The provision in question will cease to exist and be replaced by a provision that approximates the original one as closely as possible as regards content and nature and which is permitted by law.

Contact

AppicLife loves to hear from you, so please send any comments, questions, concerns or suggestions via our website: <http://www.appiclife.com/contact>



Privacy Policy

Your privacy is important to us. We gather information to improve the functionality of our Services. This privacy policy is intended to give you confidence in the privacy and security of the personal information we obtain from you while using one of our products or services.

However, please note that we are not responsible for any use of your personal information you provide to third-party applications or websites that may be accessed via AppicLife products, services or websites. We recommend that you review the privacy policy of any third-party applications or websites that you use.

However we take your privacy and security of the personal information seriously, this is not a guarantee that data transmissions cannot be accessed, altered or deleted due to for example firewall or other security software failures or malicious attempts to collect this data.

We may change this Privacy Policy from time to time. We encourage you to review the Privacy Policy whenever you access the Services to stay informed about our information practices and the ways you can help protect your privacy.

Collection of Information

When you use AppicLife products, services or websites, you may be asked for personally identifiable information such as, but not limited to, your name, address, date of birth, gender, email address, telephone number. For example, we collect information when you create an account, use the Services to send or receive a message or otherwise interact with other users of the Services, request customer support or otherwise communicate with us.

We may also collect information automatically when you use the services. Think about usage information such as, but not limited to, date and time of calls and messages, number of calls and messages, sender and recipient of the communication; log information such as, but not limited to, use of our Services, browser type, language, access times, pages viewed, IP, previous visited webpage; location information such as network location, GPS location, speed; device information such as, but not limited to, hardware model, operating system and version, phone number, IMEI, mobile network information. In addition, the Services may access your device's native phonebook and image storage applications, with your consent, to facilitate your use of certain features of the Services.

We may also obtain information from other sources and combine that with information we collect through our Services.



Cookies

We use various technologies to collect information, and this may include sending cookies to you. Cookies are small data files that a website you visit may save on your computer or handheld device that usually includes an anonymous unique identifier.

Our websites and those of our products may use cookies for user authentication, keeping track of your preferences, promotional campaigns, tracking our audience size and traffic patterns, and in certain other cases. We may include small graphic images in our email messages and newsletters to determine whether the messages were opened and the links were viewed.

Third-party advertisers may also create and access cookies, which will be subject to their privacy policies – we accept no responsibility or liability for the use of such third parties' cookies. If you do not wish cookies to be placed on your PC or handheld device, then they can be disabled in your web browser. The option to do so is normally found in your browser's "security settings" section. Please note that permanently disabling cookies in your browser may hinder your use of our Websites as well as other websites and interactive services.

We may store the collected information on our, or third party operated, servers and share it for functionality purposes with other users that use our Services. We try to give you as much control as possible over your data and respect your privacy. Before sharing personal information you will be prompted, either in the privacy settings or with a pop-up message.

Use of Information

We may gather information to provide, maintain and improve our services and to deliver the products and services you request, process transactions, give customer support, recognize trends and needs and send you related information. We also use the data to detect, investigate and/or prevent fraudulent, unauthorized or illegal activity.

Use of Performance Data

AppicLife may use performance data, including performance statistics, bug fixes and other similar data ("Performance Data") uploaded to our websites or acquired through our products or services. AppicLife may use such Performance Data in any way, including, but not limited to, using, editing, altering, reproducing, publishing and/or distributing the Performance Data for any purpose, commercial or otherwise, provided that such Performance Data is stripped of all personally identifiable information.

Use of Personal Information

We may use personal information to allow us to process your service requests, provide access to privileged areas, send out newsletters, personalize your visit to our websites, personalize your use of our products, and enable us to improve the products and services we offer.

We may occasionally carry out market research and send you details of services and offers that we think may be of interest to you. If you do not wish to receive such information, please e-mail or, alternatively, when we send you an e-mail, it will contain a provision for you to opt out of receiving any further information from us.



Disclosure of Personal Information

We may provide information about you to our employees and agents in order to administer any accounts, products and services provided to you by AppicLife. With vendors, consultants and other service providers who need access to such information to carry out work on our behalf.

We may share information in connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company.

We may share information, such as, but not limited to, username and message content, with other users when you interact with them through our Services. We will often try to de-identify information, so it cannot be reasonably used to identify you.

We will not disclose your personal information to any third party unless you have consented to such disclosure or where we are required to do so by law. Should you breach our terms and conditions or terms of use or if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, we may disclose your information to a relevant authority. This may include exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Privacy Settings

AppicLife will try to give you as much control as possible. Check the privacy settings in our products and make sure they are set according to your desires. Beware that updates can accidentally change these settings. Make sure you check them regularly.

If you want to delete an account, please note that we may retain certain information as required by law, for legitimate business purposes, or as part of our regular retention practices. We may also retain cached or archived copies of information about you for a certain period of time.

Certain features of the Services require access to your device's native phonebook and image storage applications. If you choose to find friends, the phone numbers in your device's native phonebook will be transmitted to the AppicLife service. You grant AppicLife permission to access these features as part of the installation process. If you later decide to revoke this permission, you can do so by following the standard uninstall process and removing the application from your device.

Unenforceable Provisions

If any provision of this Agreement is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Agreement.