**Terms and Conditions**

Last Updated on June 26, 2024

**General Terms**

These Terms & Conditions (these “**Terms**”) set forth a binding contract between Customer (defined below) and AppFlowy Pte. Ltd. (“**AppFlowy**”, “**us**”, “**we”** or “**our**”) that governs Customer’s use of the AppFlowy Services (defined below). By clicking the “Continue” options associated with these Terms, accessing the AppFlowy Services or placing an order with AppFlowy, you (a) agree to be bound by these Terms on behalf of Customer; and (b) represent and warrant that you have the authority to bind Customer to these Terms. In the event of any conflict between these Terms on the one hand and any order you place with AppFlowy on the other hand, these Terms shall control and apply. If you do not agree to these Terms, you should not use the AppFlowy Services.

For the purposes of these Terms:

* “**Customer**” refers to you or the organization, business, or other legal entity which you represent. In these Terms “Customer” or “you” may be used interchangeably.
* “**AppFlowy AI**” means any feature(s) or functionality made available by AppFlowy that utilize data models trained by machine learning, artificial intelligence, or similar technologies.
* “**AppFlowy Services**” means AppFlowy’s online software-as-a-service platform and services including any related APIs provided by AppFlowy, together with all related mobile and desktop applications. For clarity, “AppFlowy Services” include AppFlowy AI, but exclude Third Party Services.
* Customer and AppFlowy may each be referred to as a “**Party**”, or collectively as the “**Parties**”.
* “**Open Source Software**” means AppFlowy or Third Party software that is licensed, provided or distributed under any open source license, including any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license.
* “**Pricing Plan**” means each applicable pricing plan, together with associated services and usage model (if applicable) as further described here [[link](https://appflowy.io/pricing)].
* “**Privacy Policy**” means AppFlowy’s Privacy Policy accessible here [[link](https://appflowy.io/privacy)].
* “**Third Party**” means any organization, business, or other legal entity that is not Customer or AppFlowy.
* “**Third Party Services**” means any service, connection, data, template, theme, software, application, or integration that (a) interoperates with the AppFlowy Services, and (b) is provided or made available by Customer or a Third Party, including through AppFlowy AI. Third Party Services include embedded content where the AppFlowy Service may display a preview or link to the content, but does not store the content from the Third Party service.

**Provision of Services**

We will provide the AppFlowy Services to you in accordance with the Pricing Plan you choose. We may, from time to time, launch, change, upgrade, impose conditions to, charge for, suspend, or stop offering any AppFlowy Services or Pricing Plan in our sole discretion.

While using the AppFlowy Services, you may have the option to use and access Third Party Services. Please note that Third Party Services are not offered by AppFlowy and these Terms do not apply to the Third Party Services. You use of the Third Party Services will be exclusively governed by the applicable terms and conditions prescribed by the Third Parties providing such Third Party Services from time to time. We do not review, monitor or otherwise control any content contained in or generated by such Third Party Services, including for truthfulness, accuracy or completeness. You agree that AppFlowy shall have no responsibility (including any obligation to provide support or refund) to you with respect to your use of the Third Party Services.

We may collect certain information, including personal information, during your use of the AppFlowy Services. We will process such information in accordance with our Privacy Policy. By using the AppFlowy Services, you also agree to be bound by our Privacy Policy. The Privacy Policy is hereby incorporated into these Terms by reference.

**Use of Services**

You must register an account (the “**Account**”) to use the AppFlowy Services. You must provide accurate, current and complete information during the registration process and keep your Account information, including contact and billing information, up-to-date at all times. You may not assign or otherwise transfer your Account to a Third Party. You are responsible for maintaining the confidentiality and security of your Account credentials and may not disclose your credentials to any Third Party. You must immediately notify AppFlowy if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Account. You are liable for any and all activities conducted through your Account.

During your use of the AppFlowy Services, you must not:

* modify, adapt, alter, translate, or create derivative works of any AppFlowy Services except to the extent that such activities are permitted under applicable law or the open source license agreements applicable to any Open Source Software provided as part of the AppFlowy Services;
* reverse-engineer, decompile, disassemble, or attempt to derive the source code for any AppFlowy Services not provided by AppFlowy to Customer in source code form, in whole or in part, except to the extent that such activities are permitted under applicable law or the open source license agreements applicable to any Open Source Software provided as part of the AppFlowy Services;
* infringe or encourage the infringement or misappropriation of any Third Party’s intellectual property rights or other proprietary right, including rights of publicity and privacy;
* distribute, license, sublicense, lease, rent, loan, or otherwise transfer your AppFlowy Services access to any Third Party;
* remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of AppFlowy or its suppliers contained on or within any AppFlowy Service;
* provide to AppFlowy any information or content, including Customer Content (defined below), that (a) is obscene, or contains any pornography, child pornography or any other content that otherwise promotes sexually explicit materials, or is otherwise harmful to minors; (b) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) involves any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information, or disseminating viruses, male or other malicious code; or (d) is otherwise objectionable on the grounds of public interest, public morality, public order, public security, national harmony or is prohibited by applicable laws;
* use the AppFlowy Services with any unsupported software (as may be noted by AppFlowy in the documentation for such AppFlowy Services);
* disclose the results of any benchmark tests on the AppFlowy Services without AppFlowy’s prior written consent;
* use the AppFlowy Services for the purpose of creating a product or service competitive with any AppFlowy Service or provide business process outsourcing services to Third Parties, except to the extent that such activities are permitted under applicable law or the open source license agreements applicable to any Open Source Software provided as part of the AppFlowy Services; or
* use the AppFlowy Services other than as described in the documentation provided therewith, or for any unlawful purpose.

**AppFlowy AI**

This section applies to AppFlowy AI, in addition to the other provisions of these Terms which apply to all AppFlowy Services. By using AppFlowy AI, you consent to our use of the Third-Party AI providers as subprocessors providing applicable AI services, as listed at [[link](https://appflowy.com/97691283-0e3c-4443-acf9-06d4a541cc3d/Subprocessors-610f0ef5-ce3f-4826-a95e-d9d89b42803f)]. You further represent and warrant that you will comply with the applicable terms and conditions prescribed by the Third-Party AI providers from time to time.

You may provide input, including prompts, data, or text, to be processed by AppFlowy AI (“**Input**”), and receive output data returned by AppFlowy AI based on the Input (“**Output**”). Input and Output are Customer Content. You are solely responsible for the development, content, operation, maintenance, and use of Customer Content. You will ensure that Input and your use of AppFlowy AI and Output does not: (a) violate any applicable law; (b) violate these AI Terms or your Service Terms; or (c) infringe, violate, or misappropriate any of our rights or the rights of any third party.

You acknowledge that due to the nature of machine learning and the technology powering AppFlowy AI, Output may not be unique and AppFlowy AI may return the same or similar output to you and a Third Party. You should not rely on factual assertions in Output without independently fact-checking their accuracy. You are responsible for reviewing and evaluating Output for accuracy and suitability for your use case. AppFlowy AI and Output are not intended for use in, or in association with, the operation of any hazardous environments or critical systems that may lead to serious bodily injury or death or cause environmental or property damage.

For clarity, AppFlowy may use data we collect from your use of AppFlowy AI to improve AppFlowy AI when you (i) voluntarily provide Feedback to us such as by labeling Output with a thumbs up or thumbs down; or (ii) give us your permission. AppFlowy will not provide such Feedback directly to the Third Party AI providers for the purposes of training such Third Party’s artificial intelligence and machine learning models.

If you would like us not to use any of your Input or Output to improve AppFlowy AI, you may opt out by sending us an email at support@appflowy.io

**Intellectual Property Rights**

Subject to the terms and conditions of these Terms and Customer’s timely payment of the applicable fees, AppFlowy hereby grants Customer a non-exclusive, non-transferable, non-sub-licensable license during the applicable Subscription Term to use the AppFlowy Services, solely for Customer’s internal business purposes.

If applicable, any Open Source Software provided by AppFlowy or a Third Party to Customer as part of the AppFlowy Services is made available under the terms of the open source license agreements referenced in the applicable distribution or the applicable help, notices, about or source files. Copyrights and other proprietary rights to the Open Source Software are held by the copyright holders identified in the applicable distribution or the applicable help, notices, about or source files.

As between Customer and AppFlowy, AppFlowy owns and retains all right, title, and interest, including all intellectual property rights, in and to the AppFlowy Services, including any improvements, modifications, and enhancements to it. Except for the rights expressly granted in the Terms, Customer shall acquire no other rights, express or implied, in or to the AppFlowy Services, and all rights not expressly provided to Customer hereunder are reserved by AppFlowy. All software associated with or underlying the AppFlowy Services provided or made available hereunder is licensed, not sold.

You may submit to AppFlowy bug reports, comments, feedback or ideas about the AppFlowy Services, including without limitation about how to improve the AppFlowy Services (collectively, “**Feedback**”). By submitting any Feedback, Customer hereby assigns to AppFlowy all right, title, and interest in and to Feedback, if any.

As between Customer and AppFlowy, Customer owns and retains all right, title and interest in and to all data, media and information Customer provides to AppFlowy other than Feedback (the “**Customer Content**”). For clarity, when you use AppFlowy AI, Input and Output are Customer Content. Customer hereby grants to AppFlowy a non-exclusive, non-transferable, non-sub-licensable right and license to use Customer Content for the purpose of performing AppFlowy’s obligations under these Terns. Customer is solely responsible for all Customer Content, including their submission, change and deletion, and the security of all passwords and other access protocols required in order to access the AppFlowy Service, and is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer shall procure all rights and privileges to obtain and transfer Customer Content to AppFlowy under the terms of these Terms. Customer’s provision of such Customer Content to AppFlowy shall be in compliance with all applicable laws and regulations, including but not limited to all privacy laws and regulations.

If you are a copyright owner or such owner’s agent and believe any material on our app constitutes an infringement on your copyright, please provide us a notice that complies with applicable laws and sets forth, at a minimum, the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the a statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner. AppFlowy will duly consider all infringement notices provided pursuant to this section in accordance with applicable laws.

**Payment Terms**

You will pay AppFlowy the applicable fees for your use of the AppFlowy Services as indicated in your Pricing Plan. Your fees will be calculated in accordance with the Pricing Plan you select at the time of your purchase or renewal of a subscription, and your fees must be paid before you can access the AppFlowy Services under your Pricing Plan. Customer’s use of the AppFlowy Services are subject to the rights and limitations in the applicable Pricing Plan. Some features of the AppFlowy Services are provided pursuant to a usage based subscription model. You acknowledge and agree that if you exceed the usage permitted by your Pricing Plan: (a) you may be required to upgrade your Pricing Plan or purchase additional usage to continue accessing and using such feature(s); and (b) AppFlowy may disable or degrade your access to such features. If, for any reason, you are not completely satisfied with your purchase, please don’t hesitate to contact us and we will be happy to discuss any issue you are going through with your purchase.

You are responsible for paying all other taxes assessed in connection with your purchase. All stated prices under the Pricing Plans are exclusive of any taxes, fees, and duties or other amounts, however designated, and including without limitation value added and withholding taxes that are levied or based upon such charges, or upon these Terms. We will invoice you for such Taxes if we believe we have a legal obligation to do so unless you present an exemption certificate acceptable to the taxing authorities. If Customer is required to withhold any taxes on the amounts payable to AppFlowy hereunder, Customer shall pay AppFlowy such additional amounts as are necessary to ensure receipt by AppFlowy of the full amount which AppFlowy would have received but for the deduction on account of such withholding.

**Warranties**

Each Party represents and warrants to the other that: (a) these Terms have been duly executed and delivered and constitutes a binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any Third Party is required in connection with the execution, delivery, or performance of these Terms by such Party; and (c) the execution, delivery, and performance of these Terms by such Party does not violate the terms of any other agreement to which it is a party or by which it is bound.

Customer further represents and warrants to AppFlowy that: (a) Customer has the necessary and appropriate rights and consents to validly authorize and permit AppFlowy to use and otherwise process Customer Content in accordance with these Terms, and such use by AppFlowy of Customer Content does not and will not infringe or violate any third-party right, including any intellectual property right or privacy right; and (b) Customer will use the AppFlowy Services in compliance with the applicable AppFlowy documentation and applicable law.

THE APPFLOWY SERVICES AND ITS ASSOCIATED SOFTWARE ARE PROVIDED “AS IT” AND “AS AVAILABLE”. APPFLOWY, ITS SUBSIDIARIES AND AFFILIATES MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE APPFLOWY SERVICES OR ASSOCIATED SOFTWARE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TOGETHER WITH ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM APPFLOWY OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, APPFLOWY, ITS SUBSIDIARIES AND AFFILIATES DO NOT REPRESENT OR WARRANT THAT: (A) CUSTOMER’S USE OF THE APPFLOWY SERVICES OR ASSOCIATED SOFTWARE WILL MEET CUSTOMER’S REQUIREMENTS, (B) ANY ERRORS IN THE APPFLOWY SERVICES OR ASSOCIATED SOFTWARE WILL BE IDENTIFIED OR CORRECTED, OR (C) CUSTOMER’S USE OF THE APPFLOWY SERVICES OR ASSOCIATED SOFTWARE WILL BE UNINTERRUPTED, TIMELY OR SECURE.

APPFLOWY IS A DISTRIBUTOR AND NOT A PUBLISHER OF THE CONTENT SUPPLIED BY THIRD PARTIES; AS SUCH, APPFLOWY EXERCISES NO EDITORIAL CONTROL OVER SUCH CONTENT AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, RELIABILITY OR CURRENTNESS OF ANY THIRD PARTY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED THROUGH OR ACCESSIBLE VIA THE APPFLOWY SERVICE. WITHOUT LIMITING THE FOREGOING, APPFLOWY SPECIFICALLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS IN ANY THIRD PARTY CONTENT TRANSMITTED ON OR IN CONNECTION WITH THE APPFLOWY SERVICE OR ON SITES THAT MAY APPEAR AS LINKS ON THE APPFLOWY SERVICE, OR IN THE PRODUCTS PROVIDED AS A PART OF, OR OTHERWISE IN CONNECTION WITH, THE APPFLOWY SERVICE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TOGETHER WITH ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE.

**Indemnification**

Customer will defend, indemnify and hold harmless AppFlowy, its affiliates, and its and their respective directors, officers and employees from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or relating to (a) Customer’s breach of these Terms; (b) Customer's use of the AppFlowy Services; (c) any Third Party claims of infringement or misappropriate of intellectual property rights or privacy rights arising from Customer’s use of the AppFlowy Services, including the provision of any Customer Content; (d) Customer’s use of the AppFlowy Services in any manner that violates applicable laws; and (e) any other claim relating to any Customer Content.

AppFlowy will promptly notify you of any claim subject to the above, but AppFlowy’s failure to notify you will not affect your obligations above unless and only to the extent such failure prejudiced your ability to defend the claim. You shall not settle a claim that results in liability or admission of liability by AppFlowy without AppFlowy’s prior written consent. AppFlowy reserves the right to assume control of the defense and settlement of the claim at any time.

**Limitation of Liability**

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT APPFLOWY, ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES INCURRED BY CUSTOMER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. THE FOREGOING LIMITATIONS ON APPFLOWY’S LIABILITY SHALL APPLY WHETHER OR NOT APPFLOWY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL EXCLUDE OR LIMIT APPFLOWY’S LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

THE TOTAL LIABILITY OF APPFLOWY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE PRICING PLAN IN THE MOST RECENT BILLING CYCLE IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

**Term and Termination**

Unless otherwise terminated in accordance with this section, these Terms will remain in effect for as long as Customer maintains an active Account or otherwise uses the AppFlowy Services.

Either Party may terminate these Terms if the other Party materially breaches these Terms and fails to cure such breach within thirty (30) days of receiving written notice thereof.

AppFlowy may temporarily suspend Customer’s access to any portion or all of the AppFlowy Services if AppFlowy reasonably determines that (a) Customer’s use of the AppFlowy Services disrupts or poses a security risk to any AppFlowy system or infrastructure, or to any other customer or vendor of AppFlowy; (b) Customer is using the AppFlowy Services for fraudulent or illegal activities; (c) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (d) AppFlowy's provision of the AppFlowy Services to Customer is prohibited by applicable law. AppFlowy shall use commercially reasonable efforts to provide written notice of any such suspension to Customer and to provide updates regarding resumption of access such suspension. AppFlowy will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a suspension.

Unless otherwise agreed by the Parties, upon the expiration or termination of these Terms all access or license to AppFlowy Services granted herein or therein will automatically terminate and Customer will discontinue all use of the AppFlowy Services and associated software. Upon any termination of these Terms, AppFlowy will make all Customer Content available to Customer for electronic retrieval for a period of thirty (30) days. After such period, AppFlowy may delete all Customer Content and AppFlowy will have no obligation to Customer to continue storing such Customer Content.

**Miscellaneous**

AppFlowy may update these Terms from time to time as provided in this provision. Any such revised Agreement will be posted online at this location, and will be marked with a new “Last Updated” date at the top of the document. AppFlowy may (but is not required to) provide additional notice of such updates by email or other reasonable means. If you disagree with the revised Terms, you may terminate these Terms with immediate effect by discontinuing your use of the AppFlowy Services and notifying AppFlowy in writing within thirty (30) days following any such update. Upon such a termination, AppFlowy will refund any prepaid and unexpended Subscription Fees through the date of termination. Your continued access to or use of the AppFlowy Services constitutes acceptance of the revised Terms. Except for such updates made by AppFlowy, any waivers or and amendments of any provision of these Terms shall be effective only if made by non-preprinted agreements indicating specifically what sections of these Terms are affected, signed by both Parties and clearly understood by both Parties to be an amendment or waiver.

Unless specified otherwise in these Terms, any notices or other communications permitted or required under these Terms between AppFlowy and you may be provided electronically via email (to AppFlowy, at [support@appflowy.io], or to Customer, at the email address you have provided in connection with your Account). All notices shall be provided in the English language.

The AppFlowy Services and any software and technical data relating thereto may not be exported, re-exported or used in any manner in violation of the laws, statutes, executive orders or regulations of the United States of America or of any country to which the same has been legally exported or re-exported. Each Party agrees to comply with all applicable United States and foreign export law, regulations and license restrictions relating to the AppFlowy Services and any software and technical data relating thereto.

These Terms Agreement will be governed by the laws of Singapore without reference to its conflict of laws principles.

In the event of a dispute, either Party shall give the other Party a notice that sets forth the name, address, and contact information of the Party giving it, the facts giving rise to the dispute, and the relief requested. You and AppFlowy will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date such notice of dispute is sent. After sixty (60) days, you or AppFlowy may commence arbitration.

Any dispute, controversy, claim or difference of any kind whatsoever arising out of or in connection with these Terms or AppFlowy Services, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this Section. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator and the language of the arbitration shall be English. Notwithstanding the foregoing, all disputes regarding the validity, scope or enforceability of any intellectual property rights shall not be subject to arbitration but shall instead be submitted for resolution in a court of competent jurisdiction. YOU AND AppFlowy AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Neither party may assign any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, AppFlowy may assign the entirety of its rights and obligations under these Terms, without consent of Customer, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

Together with the Privacy Policy and any executed orders, these Terms form the entire agreement between the Parties relating to the subject matter hereof, and shall control over any additional or different terms regarding its subject matter in any correspondence, order, confirmation, invoice or similar document, even if accepted in writing by both Parties. The failure of either Party to enforce its rights under these Terms at any time for any period shall not be construed as a waiver of such rights. If any provision of these Terms is held invalid or unenforceable, the remainder of these Terms will continue in full force and effect and the invalid or unenforceable provision shall be reformed to the extent necessary to make it valid and enforceable. The relationship between the Parties is that of independent contractors to each other. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, nor shall either party have the power to bind the other party or incur obligations on the other party’s behalf without the other Party’s prior written consent. The term “including” when used in these Terms is deemed to mean “including without limitation.”