appdb Applications EULA

Application End User License Agreement ("Agreement") is a binding agreement between you ("End User" or "you") and appdb ("the Platform").

This Agreement governs your use of any applications that you download from the Platform from officially recognized developers (including all related documentation, the "Application").

BY DOWNLOADING/INSTALLING/USING THE APPLICATION, YOU

- ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT;
- ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD/ INSTALL/USE THE APPLICATION.

License Grant

Subject to the terms of this Agreement, the Platform grants you a limited, non-exclusive license to:

- 1. Download, install and use the Application for your personal, noncommercial use on (depending on app developer setting):
 - Single device that you own.
 - All devices that you own.

strictly in accordance with the Application's documentation if any.

License Restrictions

Licensee shall not:

- copy the Application from outside of usage scope (e.g. to devices that licensee do not own);
- modify, translate, adapt or otherwise create derivative works or improvements bundled with the original Application, whether or not patentable, of the Application;

- reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- rent, lease, lend, sublicense, assign, distribute, publish, or otherwise make available the
 Application or any features or functionality of the Application, to any third party for any
 reason, including by making the Application remove, disable, circumvent or otherwise
 create or implement any workaround to any copy protection, rights management or
 security features in or protecting the Application;

License transfer

Licensee can:

 Transfer a license (sell) to other party and stop using Application and remove all downloadable content once license was transferred in accordance to EU Directive 2009/24/EC:

Reservation of Rights

You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. App developer and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

Collection and Use of Your Information

You acknowledge that when you download, install or use the Application, the Platform can collect information about your license and download or installation time in order to provide you a way to find and download your purchased Application later. You also may be required to provide certain information about yourself as a condition to obtaining a license, downloading, installing or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy

https://appdb.to/info/privacy. For developer-specific privacy policy, you should refer to the app information page on the Platform. By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Updates

Application developers may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Platform or application developer has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your device is connected to the internet either:

- The Application will automatically download all available Updates with your consent; or
- You may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

Term and Termination

The term of Agreement commences when you download/install the Application and will continue in effect until terminated by you or the Platform or application developer.

- You may terminate this Agreement by deleting the Application and all
- copies thereof from all your devices;
- The Platform or application developer may terminate this Agreement at any time without notice if it ceases to support the Application, which the Platform or application developer may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Upon termination:

- all rights granted to you under this Agreement will also terminate;
- and

 you must cease all use of the Application and delete all copies of the Application from all your devices.

Termination will not limit any of Platform or app developer rights or remedies at law or in equity.

Disclaimer of Warranties

THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PLATFORM AND/OR APPLICATION DEVELOPER, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES. WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. TITLE AND NON-INFRINGEMENT. AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE PLATFORM OR/AND APP DEVELOPER PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS. ACHIEVE ANY INTENDED RESULTS. BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT

ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE PLATFORM OR/AND APP DEVELOPER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY FOR DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE PLATFORM OR/AND APP DEVELOPER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF

LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify, defend and hold harmless the Platform or/and app developer and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that the Platform or/and app developer assumes no responsibility for the content you submit or make available through this Application.

Severability

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

Governing Law

This Agreement is governed by and constructed in accordance with laws of the Republic of Estonia. Any legal suit, action or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in courts of the Republic of Estonia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Entire Agreement

This Agreement and our Privacy Policy constitute the entire agreement between you and the Platform with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

Waiver

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

The Platform is operated by AYSA OU, Sepapaja 6, Tallinn 15551, Estonia. Registry code: 14471074.

Last updated 28 Apr 2024.