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**AppFlowy: Terms and Conditions**

Last Updated on June 26, 2024

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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.”