

Terms of Service

Kodular Creator Privacy Policy and Terms of Use

Welcome to Kodular Creator website (the "Site"). The Site runs on Google's App Engine service. You must read and agree to these Terms of Service and Privacy Policy (collectively, the "Terms") prior to using any portion of this Site. These Terms are an agreement between you and Kodular. If you do not understand or do not agree to be bound by these Terms, please immediately exit this Site.

Kodular reserves the right to modify these Terms at any time and will publish notice of any such modifications online on this page for a reasonable period of time following such modifications, and by changing the effective date of these Terms. By continuing to access the Site after notice of such changes have been posted, you signify your agreement to be bound by them. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms.

Description of Kodular Creator

From this Site you can access Kodular Creator, which lets you develop applications for Android devices using a web browser and either a connected phone or emulator. You can also use the Site to store your work and keep track of your projects. Kodular Creator was originally developed from MIT App Inventor. The Site also includes documentation and educational content

Account Required for Use of Kodular Creator

In order to log in to Kodular Creator, you need to use a Google account or provide a valid email. Your use of that account is subject to Google's Terms of Service for accounts, and the information you provide to Google is governed by Google's [Privacy Policy](#). Kodular has no access to your Google account or the information you provide for it other than the account email address, which we may use to contact you.

Information about you

Beyond the name of your Google account, you do not have to tell us anything about yourself to download the Kodular Creator setup software or use the Kodular Creator website. From time to time, we will give you the option of telling us some things about yourself, but you do not have to provide this information if you don't want to. Please understand that by submitting any Personally Identifiable Information to us, you consent and agree that we may collect, use and disclose such Personally Identifiable Information in accordance with these Terms, and as permitted or required by law. If you do not agree with these Terms, then please do not provide any Personally Identifiable Information to us.

We track information indicating, among other things, which pages of our Site were visited, the order in which they were visited, when they were visited, and which hyperlinks and other user interface controls were used. We also track information about user projects and how those projects are developed when connected to Android devices.

We may log the IP address, operating system and browser software used by each user of the Site, and we may be able to determine from an IP address a user's Internet Service Provider and the geographic location of his or her point of connectivity. Various web analysis tools are used to collect this information. Some of the information is collected through cookies (a small text file placed on your computer). You should be able to control how and whether cookies will be accepted by your web browser. Most browsers offer instructions on how to reset the browser to reject cookies in the 'Help' section of the toolbar.

Your data is stored in our servers, and it is encrypted to avoid any type of leaks. Your Kodular Creator data is saved in Google Cloud Datastore, which provides a high trusted security

Among other things, we may use the information that you provide (including your Personally Identifiable Information) in connection with the following

- In order to debug and improve the Kodular Creator system.
- For purposes of scientific research, particularly, for example, in the areas of how people learn and create with Kodular Creator.

- For the purpose for which you specifically provided the personal information, for example to respond to a specific inquiry or provide you the specific course and/or services you select.
- To publish information gathered about learning and creating with Kodular Creator but only as non-personally identifiable data.
- As otherwise described to you at the point of collection.

Sharing with Third Parties

We may share the information we collect with third parties as follows:

- With service providers or contractors that perform certain functions on our behalf, including processing information that you provide to us on the Site or operating the Site or portions of it. These service providers and contractors will be obligated to keep your information confidential.
- With research collaborators, but only under the condition that they are obligated to keep any personally identifying information confidential.
- To respond to subpoenas, court orders, or other legal process, in response to a request for cooperation from law enforcement or another government agency, to investigate, prevent, or take action regarding illegal activities, suspected fraud, or to enforce our user agreement or privacy policy, or to protect our rights or the rights of others.

The Apps you create

By creating and storing apps on the Kodular Creator server you represent and warrant that you are the owner and creator of the apps, (i) that you have the authority to authorize Kodular to store the apps on the Kodular Creator Server and (ii) you will use the apps in compliance with all applicable laws and regulations. You, and not Kodular, are solely responsible for your apps and your use of them.

Kodular has no proprietary rights in the apps you create with Kodular Creator. These apps belong to you. Your apps are stored on the Kodular Creator server. You have the right to download your apps and delete them from the server at any

time. If you delete an app, there is the possibility that Kodular may be able to continue to access it from the backups we keep for purposes of system maintenance, but these backups are periodically purged and are not designed for long-term preservation. Kodular will strive to keep your apps and your account accessible to you for as long as you wish, but we have no obligation to do so, and Kodular has no liability for the consequences of the service becoming unavailable or your apps becoming unavailable. We therefore strongly suggest that you maintain backup copies of valuable apps at places besides the Kodular Creator server.

In addition, any illegal usage of Kodular Creator could carry a suspension of the account without any previous warning. You can appeal this decision writing at support@kodular.io.

User Postings

Kodular Creator has a community for sharing apps, user profile information and commentary. You agree that you are responsible for your own use of the Site and your User Postings. "User Postings" include all projects, applications and content submitted, posted, published or distributed on the Site by you or other users of the Site.

By submitting or distributing your User Postings, you affirm, represent, and warrant that you are the creator and owner of or have the necessary licenses, rights, consents, and permissions to reproduce and publish the User Postings, and to authorize Kodular and the Site's users to reproduce, modify, publish, and otherwise distribute your User Postings as necessary to exercise the license granted by you below. You, and not Kodular, are solely responsible for your User Postings and the consequences of posting or publishing them.

Kodular has no proprietary rights in your User Postings. You have the right to download or delete them from the server at any time.

Community Guidelines

You are required to follow these community guidelines.

Part of being a good member of this Site's community means that you agree that you will use the Site in compliance with these Terms of Service and all applicable local, state, national, and international laws, rules and regulations, including copyright laws and any laws regarding the transmission of technical data exported from your country of residence and all United States export control laws. You understand that certain types of content and certain destructive actions listed below are strictly prohibited on the Site and you agree that you will not post any content or partake in any activity listed.

Being a good member of this Site's community also means helping to keep Kodular Creator a friendly and creative community - where people from all around the world feel welcome.

Be respectful. When sharing projects or posting comments, remember that people of many different ages, and from different places and cultures, will see what you've shared.

Be constructive. When posting or commenting on other's work, say something you like about it and offer constructive suggestions.

Share. You are free to remix projects, ideas, images, or anything else you find in the Kodular Creator gallery and anyone can use anything that you share. Be sure to give credit when you remix.

Keep personal info private. Your projects on the Site are private unless you share them. But all other information is public. Many people choose to guard their privacy by never using their real names in posts, and never posting contact information like phone numbers or addresses, and we encourage you to do likewise. Young people, especially, should be careful about placing personal information on the Site.

Help keep the Site friendly. If you think a project, comment or user profile is mean, insulting, too violent, or otherwise inappropriate, click "Report" to let the moderators know about it.

Prohibited Content

- Content that defames, harasses, or threatens others

- Content that discusses illegal activities with the intent to commit them
- Content that infringes another's intellectual property, including, but not limited to, copyrights, or trademarks
- Any inappropriate, profane, pornographic, obscene, indecent, or unlawful content
- Advertising or any form of commercial solicitation
- Political content or content related to partisan political activities
- Content that contains intentional inaccurate information with the intent of misleading others.

In case any **Admob** component is used, Kodular will enforce a more in depth policy checking, to ensure apps comply with their prohibited content regulation.

Prohibited Activities

- Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property
- Using the Site in any manner intended to damage, disable, overburden, or impair any Kodular server, or the network(s) connected to any Kodular server, or interfere with any other party's use and enjoyment of the Site.
- Attempting to gain unauthorized access to the Site, other accounts, computer systems or networks connected to any Kodular server through hacking, password mining or any other means.
- Obtaining or attempting to obtain any materials or information stored on the Site, its servers, or associated computers through any means not intentionally made available through the Site.

Use of Kodular Names and Trademarks

"Kodular Creator", "Kodular", and its logos and seal are trademarks of Kodular. You may not use Kodular's names or logos, or any variations thereof, without prior written consent of Kodular. You may not use the Kodular name in any of its forms nor Kodular seals or logos for promotional purposes, or in any way that

deliberately or inadvertently claims, suggests, or in Kodular's sole judgment gives the appearance or impression of a relationship with or endorsement by Kodular.

The Digital Millennium Copyright Act ("DMCA")

It is Kodular's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. Copyright owners who believe their material has been infringed on the Site should contact Kodular's designated copyright agent at support@kodular.io

Notification must include:

- Identification of the copyrighted work, or, in the case of multiple works at the same location, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity. You must include sufficient information for us to locate the material (e.g., URL, IP address, computer name).
- Information for us to be able to contact the complaining party (e.g., email address, phone number).
- A statement that the complaining party believes that the use of the material has not been authorized by the copyright owner or an authorized agent.
- A statement that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the copyright owner.

Disclaimer of Warranty / Indemnification/Limitation of Liabilities

THE SITE IS PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Kodular does not warrant the Site will operate in an uninterrupted or error-free manner or that the Site is free of viruses or other harmful components. Use of information obtained from or through this Site is at your own risk. Your access to or download of software,

information, materials, or data through the Site or any reference sites is at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from the download or use of such material or data.

IN PARTICULAR, Kodular WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA).

Indemnification

You agree to defend, hold harmless and indemnify Kodular, and its subsidiaries, affiliates, officers, agents, and employees from and against any third-party claims, actions or demands arising out of, resulting from or in any way related to your use of the Site, including any liability or expense arising from any and all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Kodular will provide you with written notice of such claim, suit or action.

Miscellaneous

Termination Rights. You agree that Kodular, in its sole discretion, may terminate your use of the Site or your participation in it thereof, for any reason or no reason.

Entire Agreement. This Agreement constitutes the entire agreement between you and Kodular with respect to your use of the Site, superseding any prior agreements between you and Kodular regarding your use of the Site.

Waiver and Severability of ToS. The failure of Kodular to exercise or enforce any right or provision of the ToS of Site shall not constitute a waiver of such right or provision. If any provision of the ToS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the ToS remain in full force and effect.

Choice of Law/Forum Selection. You agree that any dispute arising out of or relating to these Terms or any content posted to a Site will be governed by the laws of the Government of Netherlands, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Geldrop, Netherlands as the legal forum for any such dispute.



Effective Date

June 21, 2018.



Last Revision

November 18, 2018.

Last update: January 24, 2020