

By using the AppAgency.com.au web site (“Service”), all services of App Agency Solutions. (“App Agency Solutions”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

App Agency Solutions reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service here at any time: <https://www.appagency.com.au/terms-and-conditions/>

Violation of any of the terms below will result in the termination of your Account. While App Agency Solutions prohibits such conduct and Content on the Service, you understand and agree that App Agency Solutions cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Account Terms

- You must be 13 years or older to use this Service.
- You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
- You must provide your legal full name, a valid email address, and any other information requested in order to complete the order process.
- You are responsible for maintaining the security of your account and password. App Agency Solutions cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have access to your account).
- You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Payments and Refund Terms

A valid credit card or PayPal account is required.

There will be no refunds or credits for app build or setup fees, partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. Payments made within Australia shall be considered to have included GST in the price.

App Agency Solutions will use commercially reasonable efforts to have the application approved by the appropriate mobile platform provider. Although there is a high likelihood of approval, we do not and cannot guarantee acceptance. If your application is denied by the appropriate mobile platform provider you may cancel your account, however there are no refunds under any circumstances.

Cancellation and Terminations

You are solely responsible for properly cancelling your account. Account cancellation requests must be submitted in writing to admin@appagency.com.au . Cancellations by phone or sent to any other email address will not be considered valid.

All of your Content will be deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

If you cancel the Service before the end of your current paid up year, your cancellation will take effect immediately and you will not be charged again for the following year.

App Agency Solutions, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other App Agency Solutions service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account.

App Agency Solutions reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

App Agency Solutions reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

App Agency Solutions shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

From time to time, App Agency Solutions may issue an update to the App Agency Solutions application which may add, modify, and/or remove features from the application. These updates may be pushed out automatically with little or no notice, although App Agency Solutions will do everything in its power to notify you in advance of an upcoming update, including details on what the update includes.

Copyright and Content Ownership

We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by using the App Agency Solutions application to create your mobile application, you agree to allow others to view and share your Content.

App Agency Solutions does not pre-screen Content, but App Agency Solutions and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

The look and feel of the Service is copyright 2019 App Agency Solutions, Pty Ltd. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from App Agency Solutions.

App Agency Solutions may make certain software available to you through the Service. If you download or otherwise use the software from the Service, the software, including all files and images contained in or generated by the software, look and feel, HTML/CSS, visual design elements, and accompanying data (collectively, "Software") are deemed to be licensed to you by App Agency Solutions, for your personal and non-commercial use only. App Agency Solutions does not transfer either the title or the intellectual property rights to the Software, and App Agency Solutions retains full and complete title to the Software as well as all intellectual property rights therein. You may not sell, redistribute, or reproduce the Software, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form.

You grant App Agency Solutions a license to use the materials you post to the Services. By posting, downloading, displaying, performing, transmitting, or otherwise distributing user content to the Service, you are granting App Agency Solutions, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use user content in connection with the operation of App Agency Solutions, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat user content. You will not be compensated for any user content. By posting user content on the Service, you warrant and represent that you own the rights to the user content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute user content.

When accessing or using the Services, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Services is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by any content you provide, post, or transmit, or that is provided or transmitted using your user name or user ID. The burden of proving that any Content does not violate any laws or intellectual property rights rests solely with you.

All App Agency Solutions content included on its site, its Software, and through the Service is the property of App Agency Solutions and is protected by Australian and international intellectual property laws. All

General Conditions

Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.

Technical support is only available via email. The technical support email address is admin@appagency.com.au

You authorize the Company to use, reuse, and to grant others the right to use and reuse, your Content, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after your use of the Services, for any purposes related to the Service.

You understand that App Agency Solutions uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, or any other App Agency Solutions service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by App Agency Solutions.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any App Agency Solutions customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages. You must not transmit any worms or viruses or any code of a destructive nature.

App Agency Solutions does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv)

the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

You expressly understand and agree that App Agency Solutions shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if App Agency Solutions has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

The failure of App Agency Solutions to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and App Agency Solutions and govern your use of the Service, superseding any prior agreements between you and App Agency Solutions (including, but not limited to, any prior versions of the Terms of Service).

In no event shall App Agency Solutions liability to you exceed the amount actually paid to App Agency Solutions by you during the preceding 12 months.

Contact Us

Questions about the Terms of Service should be sent to admin@appagency.com.au