

Android/iPhone App & CMS Services Terms and Conditions

Introduction

By using the App Content Management System and App Hosting and Support services of **[Dapperapp Ltd]**, (hereafter known as Dapperapp) you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Dapperapp 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 at any time at our website.

Violation of any of the terms below will result in the termination of your Account. While *Dapperapp* prohibits such conduct and Content on the Service, you understand and agree that *Dapperapp* 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 provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- You are responsible for maintaining the security of your account and password. *Dapperapp* 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

There will be no refunds or credits for setup fees, partial months of service or upgrade/downgrade refunds. 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.

Dapperapp 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 in this instance.

Payment Default Terms

If the Client in default has any information or files on *Dapperapp* host space, *Dapperapp* can, at its discretion, remove all such material from its host space. *Dapperapp* is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account.

Electronic payments returned unpaid will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay *Dapperapp* reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by *Dapperapp* in enforcing these Terms and Conditions.

Cancellation and Termination

You are solely responsible for properly cancelling your account. Account cancellation requests must be submitted in writing or email.

All of your Content will be deleted from the Service upon cancellation. This information will be passed onto you by *Dapperapp* before the final cancellation date takes effect.

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

Dapperapp, 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 *Dapperapp* 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. *Dapperapp* reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

Dapperapp 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.

Dapperapp 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, *Dapperapp* may issue an update to the *Dapperapp* systems that may add, modify, and/or remove features from the application. These updates may be pushed out automatically with little or no notice, although *Dapperapp* 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. *Dapperapp* does not pre-screen Content, but *Dapperapp* and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is provided.

General Conditions

Your use of the Content Management System is at your sole risk. The service is provided on an "as is" and "as available" basis.

You understand that *Dapperapp* 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 *Dapperapp* 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 *Dapperapp*.

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 *Dapperapp* customer, employee, member, or officer will result in immediate account termination.

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.

You expressly understand and agree that *Dapperapp* 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 *Dapperapp* 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) unauthorised 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.

You agree that *Dapperapp* software, its directors, employees, agents or other representatives, data providers or affiliates will not be responsible or liable (whether in contract, tort or otherwise) under any circumstances for any amount or kind of loss or

damage (including without limitation any direct, indirect, punitive or consequential loss or damage, or any anticipated loss of profit, loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages of any kind) that may result to you or a third party arising from or connected in any way to:

Interruption of business or access or other delays, terminations, suspensions, denials or access interruption to the site or data non delivery, data misdelivery, data corruption, destruction of data or other modification of data or third party website links on the site or reliance on the information contained on the site or computer viruses, system failures or malfunctions which may occur in connection with your use of the Site or any inaccuracies, omissions or misleading, false or deceptive statement in the content or events beyond our reasonable control.

Notwithstanding any provisions of these Terms, Dapperapp software does not exclude or limit its liability for

Death or personal injury caused by its negligence or that of any of its officers, employees or agents or

Fraudulent representation or

Any liability which it is not lawful to exclude either now or in the future.

App Availability

The availability and functionality of the App depends on various factors, including software, hardware and communication networks that are provided by third parties. These factors are not fault free. THE COMPANY AND THE PUBLISHER DO NOT WARRANT THAT THE APP WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES OR IMMUNE FROM ERRORS OR UNAUTHORISED ACCESS.

Hosting

Dapperapp have selected 123 Reg as their Hosting partners to ensure you receive the best service and the most uptime as possible.

123 Reg will use reasonable efforts to make the 123 Reg platform available with a monthly uptime percentage depending on the product chosen by you during any monthly billing cycle.

In the event

123 Reg strives to but can not guarantee the following:

99% uptime for all plans.

123 Reg reserves the right to temporarily restrict the access of certain internet users or internet user groups to the provided services, if the security of network operations, integrity of the network and/or hosted data is endangered.

123 Reg guarantees that all planned network operation will take place between 10pm and 7am on any given day to minimise disruption.

Damages

Dapperapp are not responsible for any liability for indirect or collateral damages as well as following damages, loss of profit, service interruption, loss of data or information. Dapperapp will do their utmost to provide a service that will have minimal downtime and minimal service interruption but this can not be guaranteed.

Support Policy

Dapperapp offers support services for the Service ("Support") in accordance with the following terms:

A. Support Hours. Support is provided Monday to Friday 9am – 5 pm. Where commercially viable Dapperapp will strive to provide extra support outside of these hours where it is deemed necessary and vital.

B. Incident Reporting and Customer Cooperation. Owner may report errors or abnormal behavior of the Service by contacting Dapperapp in via email at admin@dapperapp.co.uk. Owner will provide information to Dapperapp as reasonably required for Dapperapp to provide Support. This includes, without limitation, providing the following information to Dapperapp regarding the Error:

Aspects of the Service that are unavailable or not functioning correctly

Errors's impact on users

Start time of Error

List of steps to reproduce Error

Relevant log files or data

Wording of any error message

Screenshots of the Error

C. Error Response. Dapperapp's Support personnel will assign a priority level ("Priority Level") to each Incident and seek to provide responses in accordance with the list below.

Priority 1: Operation of the Service is critically affected (not responding to requests or serving content) for a large number of users; no workaround available. Target Response Times: 2 Hours

Priority 2: Service is responding and functional but performance is degraded, and/or Error has potentially severe impact on operation of the Service for multiple users. Target Response Times: 1 Day

Priority 3: Non-critical issue; no significant impact on performance of the Service but user experience may be affected. Target Response Times: 3 Days

D. Exclusions. Dapperapp will have no obligation to provide Support to the extent an Error arises from: (a) use of the Service by Customer in a manner not authorized in the Agreement or the applicable Documentation; (b) general Internet problems, force majeure events or

other factors outside of Dapperapp's reasonable control; (c) Customer's equipment, software, network connections or other infrastructure; or (d) third party systems, acts or omissions.

Service Level Agreement

If you have any inquiries specifically directed regarding the Dapperapp SLA, please email us at admin@dapperapp.co.uk

- 1) Target Availability. Dapperapp will use commercially reasonable efforts to make each Service available with an uptime of 99.8% of each calendar month.
- 2) Exclusions. The calculation of uptime will not include unavailability to the extent due to: (a) use of the Service by Customer in a manner not authorized in this Agreement or the applicable Documentation; (b) general Internet problems, force majeure events or other factors outside of Dapperapp's reasonable control; (c) Customer's equipment, software, network connections or other infrastructure; (d) third party systems, acts or omissions; or (e) Scheduled Maintenance or reasonable emergency maintenance.
- 3) Scheduled Maintenance. "Scheduled Maintenance" means Dapperapp's scheduled routine maintenance of the Services will not exceed eight (8) hours per month. Dapperapp will always inform owner should this scheduled maintenance potentially have any impact on the service.
- 4) Remedy for Failure to Meet Target Availability. If there is a verified failure of a Service to meet Target Availability in two (2) consecutive months, then Owner may terminate the applicable Subscription Term by sending written notice of termination within thirty (30) days after the end of the second such month, in which case Dapperapp will refund to Owner any fees Owner has pre-paid for use of such Service for the terminated portion of the applicable Subscription Term. This termination and refund right is Owner's sole and exclusive remedy, and Dapperapp's sole and exclusive liability, for Dapperapp's failure to meet the Target Availability.
- 5) We strive to guarantee that the Service shall be available (meaning able to send and receive data) for at least 99.8% of the time measured over any 2 month period. Downtime is calculated from the time when you notify us of an interruption to the Service until the time when the Service is restored.

- 5.1 The above guarantee excludes downtime resulting from:
- 5.2 planned maintenance not exceeding 2 hours in the Period;
- 5.3 actions or omissions by you or others authorised on your behalf;

- 5.4 denial of service, hacking or other malicious activities; or
- 5.5 networks or equipment not owned or managed by us

Security

All of our systems are hosted by our excellent hosting provider 123 Reg Ltd, All Dapperapp systems are hosted on servers located in a secure UK data centre.

As you might imagine we have measures in place to prevent hackers gaining remote access to the data stored on our servers – one of our main lines of defence is a firewall with multiple layers of protection.

The datacentre is also physically secure – that means only authorised personnel have access to the servers, protecting them from hackers and physical harm.

The failure of *Dapperapp* 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 *Dapperapp* and govern your use of the Service, superseding any prior agreements between you and *Dapperapp* (including, but not limited to, any prior versions of the Terms of Service).