

Webquire Program Terms of Service

Appiyan provides the white-label platform and related services ('the Platform or the Service') and products ('the Products'), subject to your ('the Affiliate or you') compliance with the terms and conditions ('Terms of Service') set forth below. Please read the following carefully.

The Company reserves the right to update and modify the Terms of Service at any time without notice. New features that may be added to the Service shall be subject to the Terms of Service. Should you continue to use the Service after any such modifications have been made, this shall constitute your agreement to such modifications.

Violation of any part of the Terms of Service will result in termination of your account.

Branding and name

The Platform will be branded with the name, domain and logo provided by the Affiliate during setup.

We will do all we can to hide the Appiyan brand from the Visitor, but we cannot guarantee that the Visitor will not discover the Appiyan website by doing a reverse IP lookup or by other means.

Apps Production

You agree that all apps produced by the Platform are authored by us. We give your visitors (the Visitor) access to the Platform in order to choose app templates, send us text, pictures, footage, music, payment and other information we need for producing the applications.

The template used to produce an application may come from a stock website that require us to pay them a license fee. If so, this fee is already included in the price paid for the application and will be forwarded to the stock platform.

Copyright Law and Ownership

The Affiliate agree that the owners and employees of the Platform are not responsible for any loss or damages which may result from the Visitor's illegal use of the service. The Visitor must have the right to use all the files uploaded to the Platform. We claim no intellectual property rights over the content the Visitor uploads, create or provide to the Platform.

Resellers

We allow the apps produced to be resold, from the Affiliate or the Visitor.

Affiliate Account Terms

The Affiliate must provide a valid email address to complete the setup process.

The Affiliate is responsible for maintaining the privacy and security of the account. We will not be held liable for any damage or loss that may result from our failure to prevent hacker attacks or illegal access to our servers or the Affiliate's failure to protect the login information, including the password.

By using the Platform, the Affiliate agrees to the Terms of Service. The Affiliate is provided with a limited, non-transferable, non-exclusive license to use the Platform.

Use of Site

The Affiliate agrees that the owners, employees and volunteers of the Company are not responsible for any loss or damages which may result from the use of the Platform or its content.

In using the Platform, you agree to not:

1. upload, download, post, email or otherwise transmit any materials including but not limited to images, photos, graphics, or any of these elements in combination as a design for products available on this Site or otherwise ('Content') that are unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable, or invasive of another's rights including but not limited to rights of celebrity, privacy and intellectual property.
2. impersonate any person or entity or falsely state or otherwise misrepresent affiliation with a person or entity.
3. upload, download, post, email or otherwise transmit any Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By uploading any Content, you represent and warrant that you have the lawful right to reproduce and distribute such Content and that the Content complies with all applicable federal, state and local laws, regulations and ordinances.
4. upload, download, post, email or otherwise transmit any Content that would constitute or encourage a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law.
5. upload, download, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation.
6. upload, download, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
7. upload, download, post, email or otherwise transmit false or misleading information.
8. disrupt or interfere with the security of, or otherwise abuse, the platform, or any services, system resources, accounts, servers, or networks connected to or accessible through the Platform.
9. access, tamper with or use non-public areas of the Platform. Unauthorised individuals attempting to access these areas of the Platform may be subject to prosecution.
10. disrupt or interfere with any other user's enjoyment of the Platform or affiliated or linked websites.
11. incorporate images or names that would violate a person's right of privacy or publicity.

General Conditions

We reserve the right to modify, suspend, or discontinue the Platform at any time for any reason with or without notice. We reserve the right to change fees charged for products at any time for any reason with or without notice.

Your use of the Platform, including any content, information or functionality contained within it, is provided 'as is' and 'as available' with no representations or warranties of any kind, either expressed or implied, including but not limited to, the implied warranties of merchant-ability, fitness for a particular purpose, and non-infringement. You assume total responsibility and risk for your use of the Platform.

The failure of the Company to exercise any right provided for herein shall not be deemed a waiver of any rights hereunder. The Terms of Service sets forth the entire understanding between you and the Company as to the Service and supercedes any prior agreements between you and the Company (including, but not limited to, prior versions of the Terms of Service).

Any questions regarding the Terms of Service should be addressed to the Company, contact us.

Webquire Limited

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