



MOBILE APP TERMS & CONDITIONS

Last modified on September 3, 2015

These Terms & Conditions (“T&Cs”) will apply to any use by you (the “User”) of the mobile app or mobile site, including without limitation the platform and content, (collectively, the “App”) created with technology by AppMachine B.V. doing business as Impress.ly (“Impress.ly”).

By using the App, you agree to be bound by these T&Cs which constitute a valid and binding agreement between you and Impress.ly. Please read these T&Cs carefully so that you know what your rights and obligations are when using the App.

Article 1 General Terms

1.1 These T&Cs apply to the use of, and access to, the App by User. If the User does not agree with these T&Cs, the User may not use the App.

1.2 Impress.ly may amend these T&Cs at any time. By continuing to use the App after the T&Cs have been amended, the User accepts the amended T&Cs. If the User does not agree with the T&Cs at any time, the User’s exclusive remedy is to stop using the App.

1.3 If any provision in these T&Cs are held to be invalid or unenforceable, the other provisions of these T&Cs shall remain in full force and effect. In such a case, Impress.ly will replace the void or unenforceable provisions with new ones. In doing so, the purpose and meaning of the void or unenforceable provisions will be taken into account as far as possible.

Article 2 License and Use

Impress.ly hereby grants the User a limited, revocable, non-exclusive, non-transferable, right to access and use the App pursuant to these T&Cs (the “License”).



Article 3 App Content

3.1 The App is created and built by the App owner (“App Owner”) using Impress.ly’s platform. Impress.ly is not able to determine the actual owner of the content created and/or uploaded to the App. For any and all content created and/or uploaded to the App, App-owner shall be deemed to be the owner of such content and/or have in its possession a license and/or permission to use the content. The App-owner is expressly prohibited from creating or uploading content to the App which the User does not own or has no license or permission to use. Any and all content on the App, including as described in this paragraph, shall be individually and collectively referred to as the “App Content”.

3.2 The User acknowledges and agrees that Impress.ly does not screen or monitor the App or any App Content and that Impress.ly has no influence over the App Content or any use of the App by the User.

3.3 Impress.ly will have the right but not the obligation, at its sole discretion, to review, edit, limit, refuse or remove Apps or App Content, and/or to limit and/or refuse a User access to the App or App Content which (a) Impress.ly determines in its sole discretion to violate these T&Cs and/or (b) A Impress.ly finds to be malfunctioning.

3.4 Impress.ly may temporarily or permanently prohibit you from using the App and take measures to keep you out of the App, if Impress.ly determines that you have abused the right to use the App, breached these T&Cs or performed any act which is harmful or likely to be harmful to Impress.ly or other parties.

3.5 The User is solely responsible for any content that he/she posts through the App and for the consequences of publishing it. Impress.ly does not examine, approve or disqualify any User generated content. You grant Impress.ly a worldwide, irrevocable, free of charge, right to make available to the public all the content posted by you in the App.

3.6 You grant Impress.ly the right, without prior notice, to remove or modify any content you post to the App.



Article 4 Third Party Content

4.1 Impress.ly enables the App-owner to incorporate certain content hosted by third parties ("Third Party") in the App ("Third Party Content"). The use of such Third Party Content shall be governed by the terms of use of such Third Party's website and/or the end user license agreement of the Third Party providing the content. App-owner and User are required to comply with the terms of any such Third Party. Impress.ly is not responsible or liable for the availability and accessibility of any such Third Party Content.

4.2 User understands and agrees that Impress.ly may remove or demand that the User remove any Third Party Content from the App at any time in Impress.ly's sole discretion, without prior written notice or explanation and without liability.

4.3 User is expressly prohibited from reverse engineering, decompiling or disassembling any Third Party Content, and in addition, User shall not modify, duplicate, distribute, reproduce, sublicense, display, transfer, create derivative works from, assign, or otherwise use such Third Party Content.

4.4 Impress.ly is not responsible or liable with regard to any Third Party services used by App Owner and/or User or provided through the App. Use of these Third Party services shall be at App-owner/User's own responsibility and liability.

Article 5 Compliance With Applicable Law

You will comply with all applicable laws, rules and regulations in connection with your use of the App and any content you submit, including without limitation, compliance with data privacy laws, applicable export control laws and other regulations of the United States. You will be responsible for all activities conducted under your username.

Article 6 Acceptable Use Policy

Use of the App to do any of the following, as determined by Impress.ly in its sole discretion, is strictly prohibited:

- a. include software such as viruses or Trojans that can damage or erase, make unavailable or inaccessible any computers or data of Impress.ly, other Users or third parties;
- b. bypass technical security measures of the computer systems of Impress.ly, other Users or third parties;
- c. impede the functionality or functionalities of the App;
- d. infringe any of Impress.ly's or any third party's intellectual property rights, privacy rights or any other rights;
- e. involve child pornography, bestiality or other unlawful erotic content or acts relating thereto;
- f. promote or provide instructions or information about how to engage in illegal conduct, commit illegal activities or promote physical harm or injury;
- g. involve any illegal activities or activities that are contrary to morality or public order;
- h. involve false or misleading information;
- i. involve otherwise inappropriate use;
- j. breach these T&Cs; and/or
- k. be unlawful in any way whatsoever.



Article 7 Intellectual Property Rights

7.1 User acknowledges and agrees that, except as specifically set forth in these T&Cs, Impress.ly retains all rights, title and interest, including without limitation domain names, copyrights, trademark, tradename and trade dress rights, patent rights, and know-how (“Intellectual Property Rights”), in and to the technology, programming code, content management system and all other assets relating to the App, as well as to any modifications, adaptations or translations thereof, except for the App Content, which is deemed to be owned by the App Owner. The User acknowledges and agrees that it does not acquire any rights therein, express or implied, except for any rights expressly granted under these T&Cs.

7.2 User is not permitted to sell, rent out, transfer or copy the App or make it available to third parties in any way or for any purpose not expressly permitted in these T&Cs.

7.3 Impress.ly will be permitted to install technical provisions for the purpose of protecting the App. User is not allowed to remove or circumvent such technical provisions.

Article 8

We respect your privacy. Please see our Mobile Privacy Statement.

Article 9 Disclaimer

9.1 The App is provided on an “as is” basis without warranty of any kind. However, Impress.ly does not warrant that the App is suited for other than normal designation, as described in these Terms & Conditions. Moreover, Impress.ly does not warrant that the Service will be error free, complete or up-to-date at all times.

9.2 Impress.ly does not guarantee that the App or any part thereof will be accessible at all times and without any interruptions or failures. Failures in the App can occur as a result of failures in the Internet or phone connection or as a result of viruses and/or faults/defects.

9.3 Impress.ly does not warrant in any way whatsoever that any terms and conditions applicable to third party software or services – including but not limited to the terms and conditions Provider Platforms, or payment providers – allow the use of and/or interaction with the Service.

9.4 Use of the App is at the User’s own expense and risk. The User is responsible for meeting the technical and functional requirements and using the electronic communication facilities that are necessary to be able to access and use the App. The risk of loss, theft or damage to any data will at all times be borne by the User.



Article 10 Limitation of liability

IMPRESS.LY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS (THE “INVOLVED PERSONS”) SHALL NOT BE LIABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE APP OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OR AVAILABILITY OF THE APP , OR FROM ANY FAULT, OR ERROR MADE BY THE INVOLVED PERSONS’ STAFF OR ANYONE ACTING ON THEIR BEHALF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON OR THROUGH THE APP, OR FROM ANY COMMUNICATION, INTERACTIONS, DEALINGS OR ENGAGEMENTS MADE OR ATTEMPTED THROUGH THE APP – WHETHER OR NOT THE INVOLVED PERSONS WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ANY EVENT, YOUR SOLE REMEDY SHALL BE TO UNINSTALL AND CEASE ANY USE OF THE APP.

ANY AND ALL USE OF THE APP INCLUDING WITHOUT LIMITATION THE TRANSMISSION, DISTRIBUTION AND MAKING AVAILABLE THEREOF, BY OR ON BEHALF OF THE USER, PLATFORM PROVIDERS (SUCH AS THE APPLE APP STORE OR THE GOOGLE PLAY STORE) AND/OR END-USERS IS FOR THE USER’S OWN RISK AND RESPONSIBILITY. IMPRESS.LY IS NOT LIABLE AND/OR RESPONSIBLE FOR THE CONTENT, THE APP, THE WEB APP AND/OR ANY USE MADE OF THE SERVICE BY USERS, NOTWITHSTANDING ARTICLE 11.

Article 11 Indemnification

The User indemnifies and holds Impress.ly harmless against any and all claims by third parties in connection with or resulting from User’s use of the App, a violation by the User of these T&Cs, and/or any unlawful activities. This includes, without limitation, any activities that constitute an infringement of Intellectual Property Rights or any other rights of third parties.

Article 12 Term and Termination

12.1 Impress.ly may terminate these T&Cs, including your license to use the App at any moment by giving you notice of such termination. Upon termination by Impress.ly, you must discontinue all use of the App and uninstall the App from all devices in your control.

12.2 You may terminate these Terms and Conditions at any time by uninstalling the App from your devices.

Article 13 Contact Information

Impress.ly can be contacted at support@impress.ly. If you have a copyright infringement claim, please see our Copyright Policy.



Article 14 Applicable Law and Competent Court

14.1 These T&Cs and the use of and access to the App are governed by the laws of the Netherlands, unless a mandatory or preemptory rule of international law prescribes another applicable law. The applicability of the Vienna Convention on the Sale of Goods is expressly excluded.

14.2 All controversies, disputes or claims arising out of or relating to these T&Cs, and/or the use of or access to the App will be exclusively and finally settled by the competent court in the district of Amsterdam, unless a mandatory or preemptory rule of international law prescribes another competent court.

Article 15 Third Party Links

The App may contain information that is derived from and/or may refer to websites, products or services (for instance through hyperlinks, banners or buttons) of advertisers, third parties or other Users. Impress.ly is not responsible, nor liable for the content of such information. Impress.ly urges you to review any terms governing such websites before using or purchasing products or services offered thereby.

Article 16 Modification to the App

16.1 Impress.ly is entitled to change and/or update the App and replace the design and layout of any of the functionalities of the App without any prior notification and without being obliged to pay any compensation whatsoever to the Users.

16.2 Impress.ly is entitled to put the App out of service and/or to reduce the use of it without any prior notification and without being obliged to pay any compensation whatsoever to the User, if in the opinion of Impress.ly such action is necessary, for example, in connection with required maintenance of the App or due to force majeure (such as site or building blockades, strikes, riots, civil disruption, war, terrorist acts, inclement weather, epidemic, specific work interruptions, delay in transportation, earthquake, fire, storm, flood, or water damage, delay in or cancellation of the delivery parts, goods or services ordered from third parties, or governmental, legal or regulatory restrictions).

Article 17 Headings

The headings herein are for convenience only and are not part of this Agreement.

Article 18 Entire Agreement

This Agreement (including, for clarity, the documents incorporated by reference), supersedes all prior discussions, negotiations and agreements between the parties with respect to the App, and this Agreement constitutes the sole and entire agreement between the parties with respect to the App.

**Article 19 Severability**

If any provision or portion of any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) shall remain in full force and effect.

Article 20 Waiver

Impress.ly's failure to exercise any right or remedy under this Agreement shall not operate as a waiver of such right or remedy. Impress.ly's express waiver or assent to your breach of or default in any term or condition of this Agreement shall not constitute a waiver of or an assent to any future breach of or default in the same or any other term or condition.

Article 21 Assignment

You may not assign or transfer this Agreement or any of its rights or obligations hereunder, without Impress.ly's prior written consent. Any attempted assignment in violation of this provision shall be null and void and of no force or effect whatsoever. Endurance may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Agreement shall be binding upon and shall inure to the benefit of User, Impress.ly, and their respective successors and permitted assigns.
