

Melbourne App Development Terms of Service

Last updated: 1st April 2019

This Terms of Service (“Terms”) sets forth the terms between Melbourne App Development Pty Ltd (“Company”) and users (“Users”) of any services provided by the Company (“Services”, “Service”).

1. Assent to the Terms

- (1) Users shall assent to the Terms and use the Service in accordance with the Terms.
- (2) Minors may use the Service only with consent from their legal guardian such as parents.

2. Retention of Rights

All rights in regard to the Services (including but not limited to the intellectual property rights such as copyrights, trademarks, patents) shall be retained by the Company or licensors of such rights unless otherwise agreed in writing.

3. Provision of the Service

- (1) The Company shall grant Users the right to use the Service insofar as Users use the Service in accordance with the Terms and other conditions described in the Service. Users cannot assign or lease such right to use the Service to third parties.
- (2) The intellectual property rights and/or property rights of the Decoration shall not transferred to Users, even if the Service indicates suggestive words such as “buy” and “subscribe”, except in the case where expressly stated in writing.
- (3) The Company reserves the right to provide Users with advertisements for the Company or a third party, through the Service.
- (4) The Company reserves the right to modify or cease, at the Company's own discretion, the whole or part of the Service at anytime without any prior notice to the Users.

4. Privacy

The provided Services are subject to our Privacy Policy.

5. Marketing Authority

Users of the Service authorize the Company to use any produced content for marketing purposes, whether that be by placing a company logo on the content or other.

6. Restrictions

Users shall not engage in the following when using the Service.

- (1) Activities that violate the law, court verdicts, resolutions or orders, or administrative measures that are legally binding.
- (2) Activities that may hinder public order or customs.
- (3) Activities that infringe intellectual property rights, such as copyrights, trademarks and patents, fame, privacy, and all other rights of the Company and/or a third party granted by the law or contract.
- (4) Activities that post or transmit violent or sexual expressions; expressions that lead to discrimination by race, national origin, creed, sex, social status, family origin, etc.; expressions that induce or encourage suicide, self-injury behavior, or drug abuse; or anti-social expressions that include anti-social content and lead to the discomfort of others.
- (5) Activities that lead to the misrepresentation of the Company and/or a third party, or intentionally spread false information.
- (6) Activities that use the Service for the purpose of harassments or libelous attacks against other Users, use the Service for the purpose of meeting a person for sexual encounters, or use the Service for purposes other than the Service's true intent.
- (7) Activities that benefit or collaborate with anti-social groups.
- (8) Activities that illegally or improperly lead to the collection, disclosure, or provision of other's personal information, registered information, user history, or the like.
- (9) Activities that interfere with the servers and/or network systems of the Service, that abuse the Service by means of BOTs, cheat tools, or other technical measures, and that deliberately use defects of the Service.
- (10) Activities that make unreasonable inquiries to the Company such as repeatedly asking the same question beyond necessity, that make undue claims against the Company, and that interfere with the Company's operation of the Service or Users' use of the Service.
- (11) Activities that aid or encourage any activity stated in Item (1) to (10) above.
- (12) Other activities that are deemed by the Company to be inappropriate.

7. User Responsibility

- (1) Users shall use this Service at his/her own risk, and shall bear all responsibility for actions carried out and their results upon this Service. It is User's responsibility to back-up the his/her data.
- (2) The Company may take measures that the Company considers necessary and appropriate such as terminating or suspending the rights to use the Service or part thereof, if the Company acknowledges that a User is using the service in a way which violates the Terms. However, the Company shall not be responsible for correcting or preventing such violation towards Users or others.
- (3) In the case where the Company has suffered loss/damage or has been charged an expense (including but not limited to lawyer's fees) directly or indirectly due to the User using the Service (including but not limited to claims against the Company arisen by third parties), the User shall immediately compensate the Company upon its request.

8. Disclaimer

(1) The Company does not expressly or impliedly guarantee that the Service are free from defects or legal flaws (including but not limited to stability, reliability, accuracy, integrity, effectiveness, fitness for certain purposes, security-related faults, errors, bugs, or infringements of rights). The Company shall not be responsible for providing the Service without such defects.

(2) The Company shall not be responsible for any damages inflicted upon Users in relation to the use of the Service, as allowed by the Governing Law.

(3) Notwithstanding the condition stated in the item (2) above, the Company shall not be responsible for any indirect, special, incidental, consequential or punitive damages (including but not limited to such damages that the Company or Users predicted or could have predicted) with respect to the Company's contractual default or act of tort due to the Company's negligence (except for gross negligence). The compensation for ordinary damages in respect to the Company's contractual default or act of tort due to the Company's negligence (except for gross negligence) shall be limited to the total amount of received fees from the User in the particular calendar month in which the Company's contractual default or act of tort occurred.

9. Modification of the Terms

The Company may modify the Terms and Conditions when the Company deems necessary, without providing prior notice to Users. The modification will become effective once the modified Terms are posted on the Service. Users shall be deemed to have granted valid and irrevocable consent to the modified Terms by continuing to use the Service.

10. Governing Law and Jurisdiction

These Terms and Conditions will be governed by the laws of the state of Victoria in Australia.