



Terms & Conditions

AppGirl, LLC Terms and Conditions (as defined below) will apply to any use of the Service and Website use (as defined below). AppGirl, LLC provides the use of mobile devices, web browsers and website back office management tools. Our services provide your organization(s) ways to stay connected by sharing useful tools, resources, and informative material. Once you have sent a payment for our Service and/or if you make any use of our Service, you agree to be bound by these Terms & Conditions and to qualify as a “User(s), authorized person(s), you, your” (as defined below). AppGirl agree to be bound by these Terms & Conditions and to qualify as “AppGirl, us, our, we” (as defined below).

By accepting these Terms & Conditions, you agree upon a valid and binding agreement with AppGirl, LLC. Please read these Terms & Conditions in connection with our Privacy Statement carefully so that you know what your rights and obligations are when using the Service. These Terms & Conditions are available for download and print [Here](#).

Changes to the Terms & Conditions

AppGirl, LLC holds the rights to updated and/or replaced this agreement at any time. We will publish an updated and/or replaced versions of the Terms and Conditions via our site. We encourage you to check your email and this page from time to time to be aware of any changes to our Terms and Conditions. You acknowledge and agree that it is your responsibility to review the Terms and Conditions periodically and familiarize yourself with any updates and or replacement. You agree to be bound by any of the changes made to this Terms and Conditions. Your continued use of the Service after the changed take effect will indicate your acceptance of the amended Statement. If you do not agree with the amended Statement, you must uninstall the App and avoid any further use of the service.

Article 3 Account

In order to be able to make use of and to have access to our Service, you must be an authorized person of the organization(s) to obtain an account with appgirl. The authorized person(s) of such organization(s) would be the only person(s) that could complete the getting started forms (consultation, getting started, contracts) in order to register your organization(s). Before submitting any forms to get started please take the time to read this agreement carefully so that you know what your rights and obligations are. When submitting your forms please keep in mind that these forms are binding agreements for your organization to proceed with purchasing the use of appgirl services for a minimum term of one (1) year.

3.1 The user which is the authorized person will be obliged to provide its own credentials in the way described by appgirl to the user(s). The User(s) is responsible for keeping its Credentials confidential. The User(s) is responsible and liable for all use made of and access to the Service by means of their Account. As soon as the User(s) knows or has reason to assume that its Account and/or Credentials has/have come into the hands of unauthorized third party/parties, the User(s) must inform AppGirl of this immediately, notwithstanding its own obligations to take immediate effective measures them self, such as changing the password to its Account via app.



3.2 AppGirl accepts no liability for any damages resulting from unauthorized access to or use of the Service by the User or third parties, notwithstanding article 10.

3.3 In the event that the User(s) qualifies as a natural person, the User must be at least eighteen (18) years old in order to make use of and to access the Service. If the User is not eighteen (18) years old yet, the User requires its parent's or guardian's permission to create an Account and to make use of and get access to the Service. By accepting these Terms & Conditions, the User warrants that they are at least eighteen (18) years old or has the permission from their parent or guardian to create an Account and to make use of and get access to the Service.

3.4 In the event the User(s) qualifies as a legal entity, the User warrants that it is legally authorized to represent that legal entity.

Article 4 Service

4.1 AppGirl hereby grants the User a non-exclusive, non-transferable, limited right to access and use the Service, under the conditions of these Terms & Conditions and for the duration of the Agreement.

4.2 User may not publish the App and/or Web App by other means than through the use of the Service.

4.3 The use of the Service 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 Service. The risk of loss, theft or damage to any of its data will at all times be borne by the User.

4.4 Any use of the App and/or Web App, including the transmission, distribution and making available thereof, and any other (legal) act relating to the App and/or Web App, by or on behalf of the User, Platform Providers and/or end-users is for the User's own risk and responsibility. AppGirl 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 10.

4.5 Notwithstanding any other provisions of these Terms & Conditions, and any of the User's legal obligations, the use of the Service, the App, the Web App and the Content may not, at AppGirl's sole discretion:

- a. include software such as viruses or Trojans that can damage or erase, make unavailable or make inaccessible any computers or data of AppGirl (other) Users or third parties;
- b. bypass technical security measures of the computer systems of AppGirl, (other) Users or third parties;
- c. involve the unreasonable or disproportionate use of the infrastructure of AppGirl or third parties' computer systems, including but not limited to any use in violation of AppGirl's fair use policy as described on the Website and/or in the Service;
- d. impede the functionality or functionalities of the Service;



- e. involve manual or automated software, devices, or other processes to “crawl”, “spider” or scrape any content of the Service;
- f. constitute unauthorized or unsolicited advertising, junk, spam, bulk e-mail, scam and/or phishing;
- g. infringe any of AppGirl’ or third party’s Intellectual Property Rights, privacy rights or any other rights;
- h. involve (virtual) child pornography, bestiality or other unlawful erotic content or acts relating thereto;
- i. promote or provide instructions or information about how to engage in illegal conduct, commit illegal activities or promote physical harm or injury;
- j. involve any illegal activities or activities that are contrary to morality or public order;
- k. involve false or misleading information;
- l. involve otherwise inappropriate use;
- m. breach these Terms & Conditions or the Agreement; and/or
- n. be unlawful in any way whatsoever.

4.6 The User warrants to refrain from such acts.

4.7 The Service may contain information that is derived from and/or may refer to third parties’ websites, products or services (for instance through hyperlinks, banners or buttons). AppGirl is not responsible, nor liable for the content of such information.

4.8 The User acknowledges and agrees that AppGirl does not pre-screen the Content, the App, the Web App or use of the Service and that AppGirl had no influence over the Content, the (content of the) App, the (content of the) Web App, or use made of the Service by User.

4.9 AppGirl will have the right (but not the obligation), at its sole discretion, to review, edit, limit, refuse or remove Content, Apps and/or Web Apps and/or to limit and/or refuse a User access to and/or use of the Service, more specifically in the event the Content, the (content of the) App, the (content of the) Web Apps and/or use of and/or relating to the Service, according to AppGirl , violates these Terms & Conditions, and/or that it deems to be otherwise objectionable, and/or in the event AppGirl deems the technical functionality of the App and/or Web App malfunctioning.

4.10 AppGirl may disclose the User’s Personal Data and/or Content, or other data relating to the use of the Service, to third parties where it believes, in good faith, that it is necessary to comply with a court order, ongoing judicial proceeding, criminal or civil subpoena, or other legal process or request by law enforcement authorities in The United States, or to exercise its legal rights of defense against legal claims.



Article 5 Prices and payment

5.1 User may make use of the Free Service for free (demo app, blog).

5.2 Upon getting your organization started, appgirl will provide the authorized person(s) an invoice for the full amount due. Payments are due when invoices, proposals, and or and type of receipt is given to authorized person(s). Our service will not become available for organization(s) until appgirl receive full payment and/or a BPO (binding purchase order). Pricing will reflect our website pricing and/or by the various selections made during the getting started process.

5.3 Prices and payment details (including subscription terms and payment terms) are specified in the user's contract and/or in the Service with AppGirl. Prices are shown in the currency mentioned on the Website and/or in the user's contract with AppGirl, and are shown inclusive and exclusive of tax, import duties and other government imposed taxes, duties and levies.

5.4 Payment can be done with check, ACH payment through third party: Viewpost (www.viewpost.com) and/or by credit card (MasterCard, Visa or Amex), Appgirl PayPal.

5.5 The User guarantees that the information submitted when using the Service, including without limitation, its payment details, shall be complete, correct, truthful and up to date.

5.6 The User has the obligation to inform AppGirl immediately about any inaccuracies in the offer provided or the payment details described, including the price. The User cannot hold AppGirl to any offer for the Service if the User should in all reasonableness have known that this offer and/or the price are/is an obvious mistake or obvious error in writing.

5.7 During the period of validity indicated in the offer for the Service, the prices of the Free Service and Paid Service will not be increased, except for price changes in taxes. After such period, AppGirl is entitled to adjust its price for the Service, including but not limited to monthly subscription fees to (parts of) the Service, at all times. AppGirl shall notice the User fourteen (14) days in advance. Such notice may be provided at any time by posting the changes to the Website or via the Service itself.

5.8 All payments, including (paid update-) subscription fees, done to AppGirl are not refundable when the App is denied and/or refused by the Provider Platform, or when the App has been removed from a Provider Platform.

5.9 Any payment required by third parties, including Provider Platforms or third party software or service providers, licenses, equipment and other services will fall outside the scope of the Agreement and will be charged to User separately by the concerning party or by AppGirl.

5.10 User will pay the amounts in accordance with the payment conditions stated by AppGirl.

5.11 If User, as a professional party, fails to meet its payment obligations, User shall owe legal interest as meant by the Laws Of PA on the outstanding amount, without any written demand or notice of default being necessary.

5.12 If User fails to meet its payment obligations, after a written demand or notice of default, AppGirl can pass on the claim for collection, in which case User will be charged with the associated costs, which will be calculated as follows: 15% on the first \$2,500 of the claim, with a minimum of



\$43.50 US dollar 10% on the next \$2,500 of the claim 5% on the next \$ 5,000 of the claim 1% over the next \$206,620.25 US dollar of the claim 0.5% on the balance, with a maximum of \$7367.64 US dollar. In the event User is a professional party, this does not affect AppGirl' right to claim any costs and (additional) damages actually incurred.

5.13 If User fails to meet its payment obligations or terminates its subscription to the Paid Service, AppGirl is (also) entitled to remove and/or suspend the App from the Publisher Platform without notice and without any liability to the User.

5.14 AppGirl services are renewed automatically at the end of each service agreement term. In order to stop autopay please have an authorized person of the organization contact AppGirl with a 30 day notice before the renewal date, letting us know that your service will be discontinuing.

Article 6 Publishing

6.1 AppGirl will be regarded as the developer of the App with any Provider Platform.

6.2 Notwithstanding the foregoing, the User agrees to provide AppGirl with full access to the publishing account by providing AppGirl all necessary credentials (e.g. email address/password). The User warrants that it is allowed to do so. AppGirl will use all technically reasonable efforts to have the App approved by the applicable Provider Platforms but AppGirl does not and cannot guarantee, and is not responsible for, the acceptance and/or approval of the App by the Provider Platforms. Thus, the User shall be solely responsible for the acceptance of the App by the Provider Platforms. The acceptance is subject to the relevant rules, regulations, and guidelines of Provider Platforms. (6.4)

6.3 The User shall be solely responsible for securing and paying for all digital music licenses, any public performance licenses, synchronization licenses and any other licenses from musical composition copyright owners (or their agents) required in connection all content selected by the User for use in connection with the App.

6.4 We make no guarantee as to the continuing availability of access to our services through these distribution channels (google play, apple app store). AppGirl do not own nor control Google Play and/or the Apple App Store, these app stores are owned and controlled by Google and Apple, respectively. Both Google and Apple have the right to reject or remove apps from these stores for any reason at any time without notice. In the event that accessing our services through these channels becomes unavailable, we will try to provide an alternative way to distribute that may include but not limited: an enterprise app or web app. You agree that this alternative is acceptable equivalents.

Article 7 Intellectual Property Rights

7.1 AppGirl and/or its licensors reserve all rights not expressly granted to the User in these Terms & Conditions. The User acknowledges and agrees that – except as specifically set forth in these Terms & Conditions – AppGirl and its licensors retain all rights, title, and interest,



including the Intellectual Property Rights, in and to the Service and the Website as well as to any modifications, adaptations or translations thereof. The User acknowledges and agrees that it does not acquire any rights therein, express or implied, except for the rights expressly granted under these Terms & Conditions. The Service is licensed, not sold.

7.2 The User is not permitted to sell, rent out, transfer or grant restrictive rights to the Service, or make it available to third parties in any way or for any purpose not explicitly mentioned in these Terms & Conditions. The User will also refrain from granting third parties access – remotely or otherwise – to the Service or to provide the Service to a third party, not explicitly provided for in these Terms & Conditions.

7.3 The User is explicitly not allowed to download, copy, amend, make available, or provide otherwise (parts of) the Service, App, Web App, Website or other materials made available to the User by means of the Service, for direct or indirect commercial purposes or for any other purposes than the purposes mentioned in these Terms & Conditions, unless AppGirl has provided its prior written consent thereto, or if a mandatory or peremptory rule of law states otherwise.

7.4 The User is prohibited to reverse engineer (parts of) the Service, App, Web App, Website or other materials made available to the User by means of the Service, to the extent legally permissible. In the event of reverse engineering permitted by a mandatory or peremptory rule of law, such as for achieving compatibility with self-written software or enabling to get the ideas, concepts and principles behind the Service, App, Web App, Website or other materials made available to the User by means of the Service, the User is only allowed to execute this legal right, after first requesting AppGirl to provide the necessary information to achieve such interoperability and AppGirl fails to provide such information within reasonable time.

7.5 AppGirl will be permitted to install technical provisions for the purpose of protecting the Service and Website in relation to an agreed restriction on the content or the term of the right to use thereof. User is not allowed to remove or circumvent such technical provisions.

7.6 AppGirl obligation to provide the Service, if any and the User's right of use thereof will only extend to the object code of the Service. Under no circumstance will User obtain any right, and under no circumstance will AppGirl be obliged to provide (a data carrier with) the source code or any preliminary materials of the provided Service.

7.7 In the event AppGirl provides third-party software or services, the (license) terms and conditions of that third party may be applicable to any use of such software or services, which may be the case in the event of the User providing its own code to the App, or in the event the User wishes to publish the App through Platform Providers; User guarantees that it will accept and will comply with these third party's terms and conditions. AppGirl is no party to such an agreement.

7.8 The User will retain all the rights, title and interest, if any, including the Intellectual Property Rights, to the Content and the App and/or Web App when finished and/or published. However, all the rights to the programming code, content management system and Service will remain to AppGirl, LLC.

7.9 The User agrees and acknowledges that by providing any Content by means of the Service it automatically grants AppGirl a royalty-free, unencumbered, world-wide, non-exclusive right to use, reproduce, circulate and make public the Content in connection with the Service and to use the Content on the Website, App and/or Web App for enabling AppGirl to provide the Service to User and for AppGirl own marketing and/or promotional purposes in connection with the Service. AppGirl will not invoke the



right without the prior written consent of User, in the event User has concluded an Agreement with AppGirl for the Paid Service.

7.10 Unless the User concluded an agreement for a Paid Service thereto (no-branding service), the User is not allowed to remove, make illegible, hide or change notifications with regard to Intellectual Property Rights.

Article 8 Content

Authorized person(s)/user(s) are responsible at all times for any information such as but not limited to: push messages, pictures, pdfs, audio, videos, data, recourses, hyperlinks, files, events, locations and any harm caused due to content published through appgirl services.

8.1 AppGirl 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, User 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 User is explicitly not allowed to create and/or upload content to the App of which User is not the owner, and/or has no license and/or permission to use the content.

8.2 AppGirl enables the User to implement in the App content hosted on third party websites. The use of such third-party content shall be governed by the terms of use of these third-party websites and/or the end user license agreement of the third party providing the content. User is required to comply with the terms of any third party. AppGirl is not responsible or liable for the availability and accessibility of such third-party content.

8.3 AppGirl may also provide through the Service content of which the owner is a third party. User understands and agrees that AppGirl is at all times, at its sole discretion, without prior written notice or explanation and without becoming liable to the User, entitled to remove such third-party content from the Service and/or demand that User removes such third-party content from the App.

8.4 Except as specifically provided and allowed by AppGirl and/or the third-party owner, User is explicitly not allowed to reverse engineer, decompile or disassemble 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 the third-party content.

8.5 AppGirl is not responsible or liable with regard to any third-party services used by User or provided through the Service. Use of these third-party services shall be at User's own responsibility and liability.

Article 9 Privacy

9.1 During the use of the Service, the User provides Personal Data to AppGirl. These Personal Data will be saved and processed in accordance with the Privacy Statement, and The United States Federal Trade Commission ("FTC") and the Dutch Personal Data Protection Act ("Law for the protection of personal information").



9.2 In the event that AppGirl deems this of importance for the execution of the Agreement, the User will inform AppGirl, on its first request and in writing, of the manner in which the User fulfils its obligations under the Personal Data Protection Act, and/or other applicable legislation on the protection of personal data.

9.3 AppGirl will not process Personal Data, other than for the provision of the Service.

9.4 AppGirl will not share personal information from User with third parties unless AppGirl has obtained permission thereto or is required to do so by law.

9.5 The responsibility for processing Personal Data by using the Service, App and/or Web App lies solely with User. User warrants that the content, use and / or processing of the Personal Data is not unlawful and that it does not infringe any rights of third parties.

9.6 As far as AppGirl would be obliged to provide a form of security, then this protection will meet the written specifications expressly agreed between the Parties. AppGirl does not guarantee that the security is effective under all circumstances. If the Agreement contains no specifications regarding the security, or if the contract contains no express definition of security, it will meet a level that is not unreasonable, given the state of the art, the sensitivity of the data, and to security-related costs. The responsibility for maintaining safeguards such as firewalls, antivirus and backup lies with the User.

9.7 Third Party Websites and Services: From time to time, AppGirl may provide links to third party websites and/or advertisements, and third party websites may link to AppGirl (“Third Party Websites”) for the purpose of providing you services and/or products that may be beneficial to you. AppGirl is not required to give prior notification of, nor will AppGirl be obliged to pay any compensation whatsoever to the Users for links to third party websites and/or advertisements. AppGirl is not responsible, nor does it have any control, over the information, content, accuracy, products, services, advertising, or other materials that may or may not be provided by or through Third Party Websites, even if said Third Party Website is run or owned by one of our affiliates. Third Party Websites are not investigated, monitored or checked for accuracy or completeness by us. Linking to, or being from linked from, Third Party Websites does not constitute, nor should it be construed to imply, AppGirl’ approval or endorsement of the Third-Party Website. AppGirl cannot and will not guarantee the standards of any Third-Party Website to which links are provided, nor shall AppGirl be held responsible for the materials and content on such websites, or any subsequent links. Any reliance on or use of the materials or content found on or by way of Third Party Websites is done solely at your own risk, and you assume all responsibilities and consequences resulting from such reliance.

Article 10 Warranties

AppGirl services are not covered by any warranty of any kind, including but not limited to, the warranties of merchantability, fitness for a particular purpose, or non-infringement. AppGirl services are provided “as is”, with all faults. We do not guarantee that our services are fit for any particular purpose for which they are being purchased by the buyer. We give every potential client (authorized person/user) a chance to test our services before purchase. We do not claim that our services are error-free. We do not guarantee uninterrupted, or continuous access to our services.



10.1 AppGirl warrants that the Service fulfills the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or governmental regulations that existed on the date that the Agreement was concluded. However, AppGirl does not warrant that the Service is suited for other than a normal designation, as described in these Terms & Conditions. Moreover, AppGirl does not warrant that the Service will be error free, complete or up-to-date at all times. More specifically, in the event User has not concluded an Agreement with AppGirl for the Paid Service for updates of the App, it might be possible that the App will not be compatible with updated or upgraded software and/or services of third parties, including but not limited to new versions of Provider Platforms (iOS or Android updates or upgrades), API's (such as Facebook API) etc...

10.2 The User agrees that the Service fulfils the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or governmental regulations that existed on the date that the Agreement was concluded, when it provides the functionality and other features as found in the Service at the time of use ("as is"). AppGirl does not guarantee that the Service or any part thereof will be accessible at all times and without any interruptions or failures. Failures in the Service can occur as a result of failures in the Internet or phone connection or as a result of viruses and/or faults/defects. AppGirl is not liable towards the User for any damage, loss or costs resulting in or arising from the Service being (temporarily) unavailable, including but not limited to the loss of data or inability to access or use the Service, notwithstanding article 10.

10.3 AppGirl is entitled to change and/or update the Service and replace the design and layout of any of the functionalities of the Service without any prior notification and without being obliged to pay any compensation whatsoever to the Users.

10.4 AppGirl is entitled to put the Service (temporarily) 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 AppGirl this is necessary, for instance in connection with the reasonably required maintenance of the Service or due to force majeure. Force majeure includes – but is not limited to – 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 to AppGirl of parts, goods or services ordered from third parties, or governmental, legal or regulatory restrictions.

10.5 AppGirl 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.

10.6 The User is responsible and liable for all use it makes of the Service, including but not limited to its use of its Account and the results of the Service, such as the App and/or Web App, not with standing article 10. The User indemnifies and holds AppGirl harmless against any and all claims by third parties in connection with or resulting from the use that the User makes of the Service, a violation by the User of these Terms & Conditions, and/or any unlawful activities. This includes, without limitation, any activities that constitute an infringement of Intellectual Property Rights or (other) rights of third parties.



Article 11 Limitation of liability

11.1 AppGirl liability for damages resulting from or relating to attributable failing (“attributable shortcoming”) to perform the Agreement, including these Terms & Conditions, for unlawful act (“tort”) or otherwise will be excluded in the event The User qualifies as a professional party and to the extent allowed by a mandatory or peremptory rule of law.

11.2 The User's only remedy in the event of an attributable failure, unlawful acts of AppGirl, or other cause of damages, is to discontinue the use of the Service and/or to delete its Account.

11.3 In the event that AppGirl is liable for damage sunder a mandatory or peremptory rule of law, the damage will be limited to compensating for direct damages for a maximum amount per event not exceeding the amounts paid by User during the month prior to the event causing the damages per event (a series of connected events being considered as one event). In no event will AppGirl total, aggregate liability, exceed \$1,087.47 US dollar.

11.4 AppGirl ' liability for consequential damages arising out of, or in connection with the Agreement or these Terms & Conditions, such as, but not limited to, loss of profit, loss of business, loss of anticipated savings, or any other similar financial loss or loss of goodwill or reputation, or other incidental, indirect, punitive or exemplary damages of any kind, such as loss of data or errors in the App and/or Web App, independent of whether the User provides notice to AppGirl of such potential injury, damages or loss, is excluded. Moreover, AppGirl's liability is excluded for any payments made or other costs or damages relating to or caused by a Provider Platform rejecting the App, for whatever reason, for publication through such a Provider Platform.

11.5 In any event, the User's right to claim under the Agreement, these Terms & Conditions, unlawful act or otherwise shall lapse one (1) year after the occurrence giving rise to the claim or action.

11.6 The limitations mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by AppGirl or its managers.

Article 12 Term and termination

12.1 The User is entitled to terminate the Agreement for the Free Service at any time by discontinuing the use of the Free Service and/or by terminating the Account. The Agreement for the Paid Service can be terminated by the User at the end of the subscription period at any time.

12.2 In addition to the other remedies available to AppGirl, AppGirl is at all times, at its sole discretion, without prior written notice or explanation and without becoming liable to the User, entitled to:

- a. temporarily or permanently terminate the User's Account and its use of the Service in the event that AppGirl, at its sole discretion, deems such termination necessary;
- b. (temporarily) restrict or suspend the User's activities in connection with the Service or to ban a User from the Service or to restrict or suspend the availability of the App and/or Web App;



c. ban a User from using the Service and prevent banned Users from creating a new Account and/or delete Accounts created by banned Users; and/or

d. (partly) edit, delete or refuse any content or services within the Service.

12.3 All provisions which are meant to survive the termination of the Agreement, including the prohibition to publish the App through other means than the Service, shall survive such termination.

12.4 After termination, the User's right to access and use the Service, shall cease to exist immediately, without any right to compensation whatsoever. In the event of termination, AppGirl is also allowed to delete the User's Account and to remove and/or suspend its App from the Publisher Platform without notice and without any liability to the User. AppGirl will not have any obligation to assist the User in migrating its data, including its App, off of the Service. AppGirl does not keep a back-up of the Account, App and/or Web App.

12.5 The User—as a consumer- has the right to revoke the Agreement, without giving any reason thereto, before the App has been submitted for publication through a Provider Platform for a 30-day period. In any event, the right to revoke the Agreement will not apply from the moment that the trial period is over or from the moment the App has been submitted for publication through a Provider Platform – regardless of whether the Provider Platform accepts or rejects the App for publication – since AppGirl cannot recall the Service provided.

Article 13 Contact

13.1 AppGirl can be contacted at info@appgirl.org its other contact details as mentioned in article 1.d and/or Website.

13.2 In the event that the User has a complaint with regard to the Service, the User can complain through the contact details mentioned in art. 12.1. Complaints about the execution of the Agreement must be submitted to AppGirl without delay after the User has discovered any defects, which in the complaint should be complete and clearly defined. AppGirl will reply to such a complaint within fourteen calendar days calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, AppGirl will reply within fourteen calendar days, confirming the receipt and indicating when the User can expect a more elaborate reply.

Article 14 Applicable law and competent court

14.1 These Terms & Conditions, the Agreement and the use of and access to the Service are governed by the laws of United States unless a mandatory or peremptory rule of (international) law prescribes another applicable law. The applicability of the Vienna Convention on the Sale of Goods is expressly excluded.

14.2 If a dispute arises that cannot be settled amongst the active parties in this agreement mutual appointed mediator may be hired to help appease all parties. Litigation will be attempted to be avoided. Pennsylvania is identified as the state of governing law.



Article 16 HIPAA

Certificate of Completion: App Girl, LLC has participated in and successfully completed the educational activity titled (HIPAA) EDI Standards.

Article 17 Training/Support

AppGirl services are designed with the end users in mind. We've created a quick-to-learn and simple-to-use system for all authorized person(s) to control their mobile app. For the best results, we provide our support center with how-to-videos and recourses. Over the phone training can be obtain when requested by authorized person(s) of the organization. Contact AppGril for our On-site training opportunity (additional charges may apply).

AppGirl provides technical support by support center, contact us form, email/tickets, phone and via our website chat. Our support team will do their best to response during our normal business hours or within one business (1) day.

Last Updated: May 23, 2018