



Android & iPhone App Services Terms and Conditions

Introduction

By using the App Content Management System and App Hosting and Support services of DominoLogic ("DominoLogic"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

DominoLogic 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.

Violation of any of the terms below will result in the termination of your Account. While DominoLogic prohibits such conduct and Content on the Service, you understand and agree that DominoLogic 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 be 13 years or older to use this Service.
- 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. DominoLogic 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, upgrade/downgrade refunds, or refunds for months unused with an open account. 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.

DominoLogic 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.

Cancellation and Termination

You are solely responsible for properly cancelling your account. Account cancellation requests must be submitted in writing to info@dominologic.co.uk. Cancellations by phone or sent to any other email address will not be considered valid.

All of your Content will be deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

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.

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

Modifications to the Service and Prices

DominoLogic 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.

DominoLogic 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, DominoLogic may issue an update to the DominoLogic 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 DominoLogic 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. DominoLogic does not pre-screen Content, but DominoLogic 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.

Technical support is only available via email. The technical support email address is info@dominologic.co.uk

You authorise the Company to use, reuse, and to grant others the right to use and reuse, your Content, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after your use of the Services, for any purposes related to the Service.

You understand that DominoLogic 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 DominoLogic 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 DominoLogic.

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

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

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.

DominoLogic does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be

accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

You expressly understand and agree that DominoLogic 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 DominoLogic 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.

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

In no event shall DominoLogic's liability to you exceed the amount actually paid to DominoLogic by you during the preceding 12 months.

Signature..... Name.....

Duly authorised for and on behalf of The Customer

Date:

Address:

Signature Name

Duly authorised for and on behalf of DominoLogic

Date:

Domino Logic,

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