

MANYMO, LLC USER AGREEMENT

This Manymo User Agreement (the “Agreement”) states the terms and conditions governing the use of the Manymo website and software application located at www.manymo.com (the “Service”). The Service is owned and operated by Manymo, LLC, (referred to as “Manymo,” “we,” and “our”) and its licensors. This Agreement applies to all visitors to and users (the “user,” “you,” and “your”) of the Service.

Accessing and using the Service constitutes acceptance of this Agreement. If you do not accept the terms and conditions of this Agreement, do not use the Service. Manymo reserves the right to change this Agreement at any time in its sole discretion. Please check these terms periodically for changes. Your continued use of the Service following the posting of any changes to this Agreement will mean you accept and agree to those changes.

PLEASE REVIEW THIS AGREEMENT IN ITS ENTIRETY. WHEN YOU REGISTER YOU WILL BE LEGALLY BOUND BY IT. IF YOU DO NOT ACCEPT ANY TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT REGISTER.

Service Description

The Service is a hosted, multi-user software application for enabling software developers and other users to run and test Android software applications and websites on multiple, emulated hardware environments.

Registration and Account Information

Each user must register separately and must have an individual account. You must provide certain personally identifiable information during registration.

All information that you submit to the Service must be real, accurate, and verifiable. We reserve the right to validate your identity information at any time. Failure to provide or maintain the account information we require to operate the Service will invalidate your account and prevent you from accessing the Service.

We may enter separate written or electronic user agreements with corporations or other legal entities governing the use of the Service by multiple employees, agents, contractors, or consultants (“Master User Agreements”). In such cases, the terms and conditions of the Master User Agreement may supersede the terms of this Agreement. If a Master User Agreement applies, you may still be required to register for the Service, or your log-in and other account information may be assigned to you by an account administrator. If your account is assigned by an administrator, the administrator may be able to access or disable your account.

We will collect and use your personally identifiable information and other account information subject to the terms of the Manymo Privacy Policy.

User Eligibility

The Service is not intended for children under 13. Upon registration you represent and warrant that you are age 13 or older. You may not use the Service if you are barred from using the Service under the laws of the United States or other countries, including the country or your permanent residence or from which you use the Service.

User Applications and Data

Users may upload a binary code version of an Android software applications to the Service in order to use its emulation functionality. The Service will automatically extract certain information from these application files to improve the functionality of the Service, such as the name of the application, its size, SDK version, and icon. You will retain ownership of your software applications and any information we extract from your files (the “User Data”). You hereby grant us a royalty-free, worldwide, non-exclusive right and license to use, host, store, reproduce, modify, adapt, publish, distribute, communicate, perform, and display your User Data solely for the purpose of providing Service to you. Users are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and for obtaining or maintaining all necessary intellectual property rights to the User Data.

The Service will not run your software applications unless you specifically choose to do so. You may delete an application you have uploaded to the Service at any time.

We may use any feedback or suggestions that you provide to us for any purpose without legal obligation to you.

License

Manymo grants you a personal, non-exclusive, non-transferable, worldwide right and license to access and use the Service for your own purposes for the term of this Agreement.

The user shall not: attempt to rent, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Service available to any third party; create any derivative works based on the Service, independently or through any third party; produce a source listing, decompile, disassemble, or otherwise reverse engineer the Service; interfere with or disrupt the performance of the Service for any reason, or attempt to gain unauthorized access to any administrative functionality or data; remove or obscure any notices or markings, including without limitation, copyright, trademark, or confidentiality notices, or ownership notices on the Service, including any screens it displays.

Rights Retained by Manymo

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (“Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, displayed by or contained on the Service are owned, controlled, or licensed by or to Manymo, and are protected by trade dress, copyright, patent, and trademark laws, and various other intellectual property rights and unfair competition laws. Manymo retains all ownership and intellectual property rights in and to all Content and the Service that are not specifically granted to users.

Service Availability and Support

Manymo will use reasonable commercial efforts to make the Service available for your access and use for as long as you have a current subscription. We reserve the right to discontinue the Service while performing regular maintenance and upgrades. We will provide users with advance notice of any planned Service outages.

The Service includes a feature for making support requests. Support is available on business days, excluding U.S. Federal Holidays. We will make reasonable commercial efforts make an initial response to support requests via email within one business day after receipt. Support shall include assistance with general usage of the Service, functionality issues, and software bugs and errors. We will make reasonable commercial efforts to correct or fix reported software bugs and errors promptly after being notified of a problem.

No Consulting Services

Manymo is not obligated to provide users with any consulting or other services related to the use of the Service unless Manymo enters a separate services agreement with the user.

Data Security and Equipment

Manymo shall use reasonable commercial efforts to secure, protect, and maintain the integrity of all data stored in the Service.

You are solely responsible for maintaining the security of your username and password. If you disclose this information to any third party, you shall remain solely responsible for all actions taken through your account. You must notify us immediately if you suspect that your username or password have been stolen or are being misused by someone else.

Subject to the payment by User of all applicable fees due under this Agreement, Manymo will bear all cost of hosting, maintaining, and operating the Service, including Internet bandwidth, computers, and network equipment. You will be responsible for all equipment, network, and other costs necessary for you to access and use the Service via the Internet.

Fees

Manymo will provide the Service to you for a subscription fee payable in advance. Our current fees and subscription policies are set forth in our current Pricing and Subscription Schedule. All applicable sales, use value-added, excise, or other taxes will be in addition to the monthly fees. In addition to any other remedies we may have under this Agreement, we reserves the right to suspend or terminate your access to the Service if you fail to pay all fees when due. Our Pricing and Subscription Schedule is subject to periodic change at our discretion.

You agree to pay us reasonable expenses and legal fees if we are forced to take action to collect an overdue account. To the fullest extent permitted by law, any refunds will be given in our discretion and will only be in the form of credit for use of the Service. Nothing in this Agreement obligates us to extend you any credit.

User Data Warranty; Disclaimers

You represent and warrant that: (a) you own or have secured sufficient intellectual property rights to your User Data to access and use the Service as intended by this Agreement; (b) your User Data does and will not contain any content that is unlawful, threatening, harassing, profane, tortuous, defamatory, libelous, deceptive, fraudulent, or violates a person's privacy or publicity rights; and (c) your User Data does and will not contain a software virus or other harmful component.

MANYMO IS PROVIDING THE SERVICE "AS IS" AND WITHOUT ANY WARRANTIES OF FUNCTIONALITY, QUALITY, SUITABILITY, OR RELIABILITY. MANYMO DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS CONCERNING THE SERVICE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. No agent or employee of Licensor is authorized to incur warranty obligations on behalf of Licensor or modify the limitations stated in this Section.

Term and Termination; Disposition of User Account and Data

Your subscription for the Service commences when you register and accept this Agreement and will remain in force until either we or you terminate it.

We reserve the right to terminate your subscription immediately and without prior notice to you if you breach this Agreement. The failure to pay fees when due is grounds for immediate termination by us. Either we or you may terminate your subscription at any time and for any reasons upon five business days' notice to the other party. When either of us cancels a subscription upon notice, the subscription and user's access to the Service will continue until the end of the subscription period.

We will retain your account information and the User Data you have stored in the Service upon your termination unless you delete via the Service interface.

Your right to use the Service will cease immediately upon termination of this Agreement by either party. Upon termination you will remain liable for all fees accruing through the date of termination.

Indemnification by User

The user shall indemnify, defend, and hold Manymo and its affiliates, and their respective directors, officers, managers, members, shareholders, employees, agents, professional advisors, successors, representatives, and permitted assigns harmless against any and all claims based on Manymo's use of User Data to provide the Service.

The indemnification pursuant to the preceding paragraph is subject to: (a) Manymo notifying the user promptly in writing of the claim; (b) the user having control of the defense and all related settlement negotiations with respect to the claim; provided, that Manymo has the right, but not the obligation, to participate in the defense of any such claim through counsel of its own choosing; and (c) Manymo's cooperating fully to the extent necessary, and executing all documents necessary for the defense of the claim.

Limitations of Liability.

THE LIABILITY OF MANYMO AND ITS LICENSORS AND SUPPLIERS FOR ANY CLAIMS RELATING TO THIS AGREEMENT OR THE SERVICE, WHETHER IN CONTRACT OR TORT, IS LIMITED TO THE AMOUNT THE USER PAID FOR THE SERVICE DURING THE MOST RECENT THREE MONTHS. MANYMO AND ITS LICENSORS AND SUPPLIERS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE, EVEN IF MANYMO HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ALL CASES, MANYMO AND ITS LICENSORS OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT COULD NOT REASONABLY HAVE BEEN FORESEEN.

You acknowledge that the foregoing limitations represent a reasonable and negotiated allocation of risk, that the limitations are an integral part of this Agreement, and that absent these limitations ManyMo would not offer you the Service. The limitations will apply notwithstanding the failure of the essential purpose of any remedy.

Trademarks

“ManyMo” is a trademark of ManyMo. All other marks, names, and logos displayed by the Service are the property of ManyMo or their respective owners. Your use of these trademarks and other marks, names and logos without our prior written consent is strictly prohibited.

Copyright Issues

ManyMo respects the intellectual property rights of others, and requires that users do the same. It is our policy to respond promptly to any claims that intellectual property rights are being violated via the Service. If you believe that a work that you own or have rights to has been copied and made accessible via the Service in violation of your rights, you may notify us by providing our copyright agent with the following information in writing: (a) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf; (b) the identification of the copyrighted work at issue; (c) the identification of the material that is claimed to infringe the copyrighted work and information reasonably sufficient to permit us to locate the material, including the full URL; (d) your name, address, telephone number, and email address; (e) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or applicable law; (f) a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and (g) if you are outside the United States, any other information required by the laws or regulations where you reside.

Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 or other applicable laws is:

ManyMo, LLC
Attention: Copyright Officer
15525 Hyacinth Path
Apple Valley, MN 55124
Email: support@manymo.com
Phone: +1 (612) 326-6496

Marketing and Publicity

You hereby grant us a limited, non-exclusive, royalty-free, non-transferable license, with no right to sub-license, to display your trademarks, logos, and trade names (the “User Trademarks”) on our company website for the sole purpose advertising that you use the Service. Our use of the User Trademarks must be in strict compliance with your trademark usage guidelines and policies as communicated to us. All goodwill generated by our use of the User Trademarks shall inure to the user’s benefit.

Neither ManyMo or you will make any public announcements concerning our business relationship or your use of the Service unless both parties consent in writing.

General Terms

This Agreement is not intended in itself to create an agency, partnership, franchise, or joint venture relationship between or among Manymo and a user or users.

All notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt to the principal business address of the party receiving the notice and addressed to a person authorized to receive legal notices. Notices by email shall be valid provided that the recipient is authorized to receive notices for the party, and the recipient acknowledges receipt of the email via a return email which includes the full text of the original message.

All legal proceedings concerning this Agreement shall be commenced exclusively in the state and federal courts sitting in Minneapolis, Minnesota, U.S.A., and the user hereby irrevocably submits to the exclusive jurisdiction of such courts. All actions related to this Agreement will be governed by Minnesota law and controlling U.S. Federal Law without regard to the choice of law provisions of any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Before litigation may be commenced against Manymo by any user concerning this Agreement or the Service, Manymo may elect to have the matter submitted to a non-binding mediation before a qualified, independent professional who has demonstrated skill and experience in mediating similar matters. Any such mediation shall be conducted in Minneapolis or St. Paul, Minnesota, unless the parties to the matter expressly agree otherwise.

Manymo may freely assign this Agreement in its sole business discretion without the user's consent. The user may not assign or otherwise transfer its rights under this Agreement for any reason. This Agreement shall be binding upon, and inure to the benefit of, any permitted successors and assignees. Any express waiver or failure to exercise any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected or impaired. A party is not liable under this Agreement for any breaches caused by events or conditions beyond that party's control, provided the party makes reasonable efforts to perform its obligations or cure the breach under the circumstances. This provision does not relieve the user of its obligation to pay any fees then owing. This Agreement states the entire agreement of Manymo and the user regarding the Service, and it supersedes other offers or agreements regarding the Service in whatever form. No modification of this Agreement will be binding, unless it is in writing and signed by a duly authorized representative of Manymo. All terms and conditions of this Agreement which are intended to survive the termination of the user's subscription to the Service shall survive such termination.

Manymo Pricing and Subscription Schedule

Subscription plans and their prices are set forth at <https://www.manyimo.com/user/subscription>

Your subscription and your billing cycle begins on the day you register. We will bill you in advance on the date your subscription period starts. Your subscription will automatically renew unless you cancel it before the end of the subscription period.

Upgrades will take effect immediately and we will prorate subscription fees for the current month. Downgrades will not take effect until the end of your current subscription period.

We will notify our users of changes to our pricing by email at least fifteen (15) days before the beginning of the billing cycle in which such change will take effect.