

## **Website and Mobile Apps Terms of Use**

These Terms of Use govern your access to and use of Skyline Technologies, Inc.'s Skyline Apps Mobile App Maker platform (the "Site"), any information, text, graphics, or other materials appearing on the Site (the "Content"), and any services provided through the Site (the "Services"). Your access to and use of the Site, Content, and/or Services are expressly conditioned on your compliance with these Terms of Use. By accessing or using the Site, Content, or Services, you agree to be bound by these Terms of Use.

### **Modification of Terms of Use**

You acknowledge and agree that Skyline Technologies, Inc. dba Skyline Apps may revise these Terms of Use from time to time. By continuing to access or use the Site, Content, or Services after Skyline Technologies, Inc. makes any such revision, you agree to be bound by the revised Terms of Use.

### **Privacy**

See Skyline Technologies, Inc.'s Privacy Policy by writing to Skyline Technologies, Inc. by email at [info@skylineapps.com](mailto:info@skylineapps.com) for information and notices concerning Skyline Technologies, Inc.'s collection and use of your personal information.

### **Guard Your Password**

You are responsible for safeguarding the password that you use to access any secure areas of the Site. You agree not to disclose your password to any third party. You agree to take sole responsibility for any activities or actions under your password, whether or not you have authorized such activities or actions. You will immediately notify Skyline Technologies, Inc. of any unauthorized use of your password.

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### **Skyline Technologies, Inc. Property**

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### **General Prohibitions**

You agree not to do any of the following while using the Site, Content or Services:

- Post, publish or transmit any text, graphics, or material that: (i) is false or misleading; (ii) is defamatory; (iii) invades another's privacy; (iv) is obscene, pornographic, or offensive; (v) promotes bigotry, racism, hatred or harm against any individual or group; (vi) infringes another's rights, including any intellectual property rights; or (vii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- Access, tamper with, or use non-public areas of the Site, Skyline Technologies, Inc.'s computer systems, or the technical delivery systems of Skyline Technologies, Inc.'s providers;
- Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- Attempt to access or search the Site, Content, or Services with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Skyline Technologies, Inc. or other generally available third party web browsers (such as Microsoft Internet Explorer or Netscape Navigator);
- Send unsolicited email, junk mail, "spam", or chain letters, or promotions or advertisements for products or services;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Content or Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Content, or Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site; or
- Impersonate or misrepresent your affiliation with any person or entity.

Skyline Technologies, Inc. will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Site security issues, to the fullest extent of the law. Skyline Technologies, Inc. may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that Skyline Technologies, Inc. has no obligation to monitor your access to or use of the Site, Content, and Services, but has the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

## **Links**

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## **Subscriptions**

The Site, Services, and Contents are subject to subscription payments by the user (the "Payments"). Payments must be paid prior to Services or Site usage. The Payments are based on level of usage, download or published views, IT services, and other published or pre-negotiated pricing. Skyline Technologies, Inc. reserves the right to change or modify Payments at the beginning of each new Services term. For prepaid retail customers, the Services and Site has a subscription term of 6 months. Skyline Technologies, Inc. will require additional Payments at the conclusion of the subscription term. Such Payments may be at the published rate as set forth on <http://skylineapps.com> site or pre-negotiated.

## **Site and Services Subscription Term**

Subscription term maybe based on a calendar month, 6 months, or 12 months depending on the subscription plan.

## **Termination**

If you violate any of these Terms of Use, your permission to use the Site, Content, and Services will automatically terminate. Skyline Technologies, Inc. reserves the right to revoke your access to and use of the Site, Content, and Services at any time, with or without cause. Skyline Technologies, Inc. also reserves the right to cease providing or to change the Site, Content, or Services at any time and without notice or non payment of subscription Payments.

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NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM Skyline Technologies, Inc. OR THROUGH THE SITE, CONTENT, OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## **Indemnity**

You agree to defend, indemnify, and hold harmless Skyline Technologies, Inc., its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, Content, or Services, or your violation of these Terms of Use.

## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER Skyline Technologies, Inc. NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, CONTENT, OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, CONTENT, OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT Skyline Technologies, Inc. HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT Skyline Technologies, Inc. IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, Skyline Technologies, Inc. WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICES.

YOU AGREE THAT THE AGGREGATE LIABILITY OF Skyline Technologies, Inc. TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE SITE, CONTENT OR SERVICES IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO Skyline Technologies, Inc. FOR ACCESS TO AND USE OF THE SITE, CONTENT, OR SERVICES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Skyline Technologies, Inc. AND YOU.

[SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.]

## **Severability**

In the event that any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect.

## Waiver

The failure of Skyline Technologies, Inc. to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision.

## Controlling Law and Jurisdiction

These Terms of Use and any action related thereto will be governed by the laws of the State of California without regard to its conflict of law provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Use will be the state and federal courts located in San Francisco County, California, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

## Entire Agreement

These Terms of Use are the entire and exclusive agreement between Skyline Technologies, Inc. and you regarding the Site, Content, and Services, and these Terms of Use supersede and replace any prior agreements between Skyline Technologies, Inc. and you regarding the Site, Content, and Services.

If you have any questions about these Terms of Use, please contact Skyline Technologies, Inc. at [info@Skyline Technologies, Inc..com](mailto:info@SkylineTechnologies,Inc..com).

## Subscription Terms of Use

The following terms apply to the **fee-based version** of this web service.

This Web Service (the "Service") **requires payment of a subscription fee** for extended use. The copyright owner and licensor of the web services that you access through this site is Skyline Apps., a California Corporation with principal business offices located 633 W 5<sup>th</sup> St 28 floor, Los Angeles, CA 90071 ("Skyline Apps"). This **Web Service Subscription Agreement License** is a binding legal agreement between the individual or the corporation accessing the service ("You") and Skyline Apps.

Skyline Apps acknowledges that it is the copyright owner to the data distributed through the Service (the "Data") or has legal rights to distribute this data.

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- You can display or consume the Data in **any internal software application**, including internal Portals, spreadsheets and password-protected web sites.

- You will not **redistribute or resell** the content of the Service as a SOAP web service or in any type of machine readable format without prior authorization from Skyline Technologies, Inc..
- You will **not make illegal use** of the Service or use it for purposes which are illegal.
- You will **not interfere** with anyone else who is a user of the Service in their use of any Skyline Apps product.
- Unless otherwise authorized by Skyline Apps in writing, each user has a maximum Content size of 50 MB.
- You will **follow U.S. laws** regarding transmitting data and you will not attempt to gain access to other computer systems.
- Skyline Apps will provide the following support under this agreement:
  - Email support regarding operation and use of the Web Services during Provider's normal business hours (9:00AM to 5:00PM PST).
  - Programming to correct any demonstrated errors in the Web Services necessary to enable them to operate substantially in accordance with their documentation.
  - [Standard] Phone support at 1-213-538-8903 during business hours.
- Skyline Apps can change the amount of the subscription fee at any time. The maximum annual price increase is 40%. You have (90) days to accept the new subscription fee or terminate your subscription. New subscription fees shall not apply to any pre-paid subscription periods.
- You may terminate this agreement in the event Skyline Apps breaches any material term of this agreement and fails to remedy such breach within five (5) business days.
- Skyline Apps can terminate this agreement for any reason by giving you thirty (30) days notice in writing.
- Upon termination and at your request, Skyline Apps will refund you any unused prorated portion of a paid subscription fee.
- The warranty for the service is limited to your subscription fee. Skyline Apps will refund a proportional amount of a subscription fee if the Service was unavailable or inaccurate during that period.
- SKYLINE APPS HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATIVE TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. LICENSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES, INJURIES OR LIABILITIES CAUSED DIRECTLY OR INDIRECTLY FROM THE USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.
- This agreement shall be interpreted under the laws of the **State of California**.
- Skyline Apps 's failure to enforce this agreement shall not be construed as amending this agreement or waiving any of Skyline Apps 's rights

# **Privacy Policy**

## **Our Commitment To Privacy**

Skyline Apps values you as a customer and respects your privacy. Our goal is to make your visits to our web site fun and informative, convenient and secure. We will only collect, store and use your personal information for defined purposes. We use your information to support and enhance our relationship with you, for example, to process your purchase, provide service and support, to communicate with you about our products, services and promotions. We are committed to managing this information responsibly and ensuring that you are in control of your personal information and the communications you receive from us.

We do not sell your personal information. At any time you may contact Skyline Apps with any privacy questions or concerns you may have. You also may ask at any time to see the personal data you have given us and request correction or deletion.

## **The Information We Collect**

We collect information from you that you provide to us at this site when you register or update an account, place an order, contact us by email, or request other services that require information. This information may include your company name, company information, your name, address, email address, telephone number and personal interests. We also keep a record of your product interests and purchases, and automatically receive and record information on our server logs from your browser (including your IP address, www.Skylineapps.com cookie information, and the page you requested).

## **The Way We Use Information**

Skyline Apps uses customer information for three general purposes: to customize the advertising and content you see on our sites; to fulfill your orders & requests for certain products and services; and to contact you about new products and services, special events and promotions. We use IP addresses to analyze trends, administer the site, track user's movement and gather broad demographic information for aggregate use. Skyline Apps will not link IP addresses to personally identifiable information, except when you register your IP Address as the authentication token when accessing our web services.

You should be aware that we may disclose specific information about you if necessary to do so by law or based on our good faith belief that it is necessary to conform or comply with the law or is necessary to protect the users of our web site, the site or the public.

Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above and will never sell or distribute any information to outside parties.

## **How You Can Access, Change or Delete Your Information**

You may, at any time, access and verify, correct, update or remove your personal information and preferences on-line at [www.skylineapps.com](http://www.skylineapps.com) and/or by contacting us at 213-538-8903. In addition, if you prefer not to receive information from us, either through e-mail, postal mail or phone, please let us know by sending us an email. Please note that it may take up to two weeks for your request to become effective. Thereafter, when you make purchases, we may

still send you an e-mail confirmation and may need to contact you by phone, postal mail or e-mail if we have questions regarding your order.

## **Reference on this Website**

On our client page, we display a partial list of our clients as reference for other customers. Client's logo and basic information might be used. If you see your company used on our website and wish it removed, simply ask us at 213-538-8903, and we will promptly remove it from our public database of samples.

## **Use of Cookies**

A "cookie" is a piece of data stored on the user's hard drive containing information about the user. Cookies permit us to track and target the interests of our users in order to make our site more responsive to your needs, by delivering a better and more personalized experience to you. In addition, Skyline Apps uses cookies to help keep track of the items you put into your shopping cart and to tell us whether you have previously visited our web site.

Skyline Apps never saves passwords or credit card information in cookies.

## **Links**

For your convenience, our web site may contain links to other sites. We are not responsible for the privacy practices or the content of such web sites.

## **Applicability of Privacy Statement**

This privacy policy statement applies only to the information collected online Skyline Apps.

## **Data Security**

Skyline Apps takes the security of your private information very seriously. Your Skyline Apps account information is password-protected for your privacy and security. Skyline Apps will never ask you for your password in an unsolicited phone call or e-mail. You are responsible for maintaining the secrecy of your password and account information. Remember to sign out of your Skyline Apps account and close your browser window when you have completed your shopping to help ensure that others cannot access your personal information.

In addition, when you submit sensitive information via this web site, such as password or credit card information, that information is encrypted and protected by Secure Sockets Layer (SSL) encryption technology.

If at any time you believe the security of your password or account information has been compromised, please notify us immediately by email or change your account information online. Should you discover an unauthorized use of your credit or debit card, you should notify your card provider immediately in accordance with the terms of your agreement with that company.

## **Changes to Policy**

Skyline Apps reserves the right to change, modify or amend this policy at any time by posting changes on this site. Your continued use of the resources on this site after changes are posted constitutes your acceptance of this policy as modified by the posted changes. Skyline



Apps encourages you to periodically review this policy to be informed of how we collect, use and protect your information.

This privacy & security policy is effective February 09, 2010.

## **Subscription Refund Policy**

If you have subscribed to usage of our services and/or software, you are bound by the following terms:

If you, for any conceivable reason, decide to cancel your subscription to our services AFTER you have transferred the payment (manually, by Electronic Clearing Service or automatically) for the said subscription to us, you are not liable to receive any kind of refund (financial or otherwise) from us, in lieu of of your cancellation of the said subscription.