

TERMS OF SERVICE

Welcome to www.almostapps.com. These Terms of Service contain the terms and conditions that govern all use of our Apps (as defined below) and Services (as defined below) and all content, services and/or products available on or through the Apps (collectively, the “Almost Apps LLC Services”).

The Almost Apps LLC Services are offered to you subject to your acceptance, without modification (other than Special Terms (as defined below) agreed by the parties pursuant to these Terms of Service), of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, our Privacy Policy at www.almostapps.com/privacy), the Guidelines (as defined below) and any future modifications thereof, and procedures that may be published from time to time on the Apps or made available to you on or through the Almost Apps LLC Services (collectively, the “Terms”). When accepted by you (as defined below), these Terms form a legally binding contract between you and Almost Apps LLC (as defined below). If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind that entity.

PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR OTHERWISE USING THE ALMOST APPS LLC SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS, BROWSE OR OTHERWISE USE THE APPS OR THE ALMOST APPS LLC SERVICES.

Almost Apps LLC may, in its sole discretion, elect to suspend or terminate access to, or use of the Almost Apps LLC Services to anyone who violates these Terms.

If you register for a free trial of the Almost Apps LLC Services, the applicable provisions of these Terms will govern that free trial.

1. DEFINITIONS

Definitions

Account

the primary means for accessing and using the Almost Apps LLC Services, subject to payment of a Fee designated in the selected Plan;

Definitions

Authorization	the set of rights and privileges on the Web Site assigned to a User by a Client;
Client	a natural or legal person who has accepted these Terms with Almost Apps LLC;
Client Data	files and any other digital data and information, which is subjected to the Almost Apps LLC Services or otherwise inserted to the System by the Client (including the specific Users, persons, Organizations, partners, associated with the Client);
Content	any data and information available through Almost Apps LLC Services or contained within the structure of the System, articles, documents, brochures, presentations, pictures, images, audiovisual works, other informational materials and any comments;
Fee	regular payment for using the activated Account;
Free Trial	temporary access for the purposes of trying out the Web Site and Almost Apps LLC Services in accordance with any selected Plan without paying a Fee;
Guidelines	additional guidelines or rules applicable to specific features, applications, products, or services which may be posted from time to time on the Apps or otherwise made available on or through the Almost Apps LLC Services;
Organization	legal persons (such as companies) and other entities that are partners or potential partners of the Client;

Definitions

**Almost Apps LLC
Materials**

the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the Almost Apps LLC Services;

**Almost Apps LLC
Services**

the Web Site, System, Content, Apps and all content, services and/or products available on or through the Apps;

Almost Apps LLC

Almost Apps LLC, a limited liability company established under the laws of the State of Delaware (United States of America).

Plan

various criteria related to the use and functionality of the Almost Apps LLC Services and on which the Fee is based;

Apps

the Almost Apps LLC family of apps;

Special Terms

any particulars, specifications and conditions by which the parties have agreed to deviate from these Terms;

System

the integrated cloud computing solution for providing the Almost Apps LLC Services, including applications, software, hardware, data bases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith;

User

a natural person granted with the Authorization to use the Account on behalf of a Client;

Definitions

Virtual Items

virtual currency (including but not limited to virtual cash and other in-game premium currency), virtual in-game items, and any other premium goods or services in connection with the Almost Apps LLC Services

Web Site

the compilation of all web documents made available via www.almostapps.com or its sub domains or domains with identical names under other top domains and owned by Almost Apps LLC.

2. AUTHORITY TO ENTER INTO THESE TERMS WITH ALMOST APPS LLC

The use of the Almost Apps LLC Services is subject to acceptance of these Terms. To accept these Terms for itself or on behalf of a Client, a person must have the legal capacity to do so. In the case of an individual, the individual must be at least 18 years of age or have valid authorization from his/her legal representative or custodian. In the case of a legal entity, the entity must be duly incorporated and in good standing.

The Terms are accepted as soon as one of the following occurs first:

- a. the person has received the confirmation of the creation of the Account and necessary credentials from Almost Apps LLC in order to log in to his/her/its Account; or
- b. for those Almost Apps LLC Services and parts of the Web Site the use of which is not dependent on creating an Account, upon the moment of gaining access to such services.

You may not, without Almost Apps LLC's prior written consent, access the Almost Apps LLC Services (i) for production purposes, (ii) if you are a competitor of Almost Apps LLC, (iii) to monitor the availability, performance or functionality of the Almost Apps LLC Services or (iv) for other benchmarking or competitive purposes.

Once accepted, these Terms remain effective until terminated as provided for herein.

3. MODIFICATIONS TO TERMS

Almost Apps LLC reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the Apps or the Almost Apps LLC Services. Please check these Terms periodically for changes. Your continued use of the Almost Apps LLC Services after such changes have been posted as provided above constitutes your binding acceptance of such changes. Such amended Terms will automatically be effective upon the earlier of (i) your continued use of the Almost Apps LLC Services, or (ii) 30 days from posting of such modified Terms on or through the Apps. Notwithstanding the foregoing, the resolution of any dispute that arises between you and Almost Apps LLC will be governed by the Terms in effect at the time such dispute arose.

4. OUR RESPONSIBILITIES

4.1. Provision of Almost Apps LLC Services. Almost Apps LLC will (a) make the Almost Apps LLC Services, Content and Client Data available to a Client pursuant to these Terms, (b) provide applicable standard support for the Almost Apps LLC Services to Client at no additional charge, and/or upgraded support (for an additional charge, if applicable), (c) use commercially reasonable efforts to make the Almost Apps LLC Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Almost Apps LLC shall give advance electronic notice as provided in the Guidelines), and (ii) any unavailability caused by circumstances beyond Almost Apps LLC's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack.

4.2. Protection of Client Data. Almost Apps LLC will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, as described in the Guidelines. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Client Data by Almost Apps LLC personnel except (a) to provide the Almost Apps LLC Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.4 (Compelled Disclosure) below, or (c) as a Client or User expressly permit in writing.

5. USING THE ALMOST APPS LLC SERVICES

5.1 Establishing an Account. Certain features, functions, parts or elements of the Almost Apps LLC Services can be used or accessed only by holders of an Account. The person who wishes to create an Account must create one by through the Apps and accept these Terms.

Each Client may have only one Account. If several persons need to use an Account on behalf of Client, Client must designate such persons as Users. Each such User shall be subject to the restrictions set forth in these Terms.

If Client has designated Users and granted them Authorization, such Users will be deemed to be authorized to act on behalf of Client when using the Account. Almost Apps LLC is not responsible for and shall have no liability for verifying the validity of Authorization of any User.

However, Almost Apps LLC may, in its discretion, request additional information or proof of the person's credentials. If Almost Apps LLC is not certain if a User has been granted Authorization, Almost Apps LLC may, in its sole discretion, prevent such User from accessing the Almost Apps LLC Services.

A User may be associated with multiple Clients and Accounts. Deleting a User from one Account will not remove the User from the Apps if he/she is connected to multiple Accounts.

The Client and any User associated with an Account must provide Almost Apps LLC with true, accurate, current, and complete information about the Client, Users or Account and keep it up to date.

5.2 Logging Into an Account. Almost Apps LLC shall provide Client with a username and password ("Login Credentials") to be used to log in to its Account unless the Client uses the single sign-on feature or another service to log in. These Login Credentials must not be used by multiple persons. If Client has designated several Users, each User will be provided with separate Login Credentials. Client and each User are responsible for keeping confidential all login credentials associated with an Account. Client must promptly notify Almost Apps LLC:

- a. of any disclosure, loss or unauthorized use of any Login Credentials;
- b. of a User's departure from the Client's organization;
- c. of a change in a User's role in the Client's organization;
- d. of any termination of a User's right for any reason.

5.3 Termination of Account. Client may terminate these Terms at any time as provided in Section 17. Almost Apps LLC shall permanently delete the Account within six months of the effective date of the termination.

5.4 Fees and Purchase Items. The use of an Account may be subject to a Fee. Upon sign-up for an Account, the Client must select a Plan, which may include a free Plan. Different rates apply to different Plans. The applicable Fee is charged in advance on monthly or annual payment intervals, unless agreed otherwise between parties. All Fees are non-refundable. Client acknowledges and agrees that, except where otherwise provided under applicable law, Almost Apps LLC is under no obligation to provide Client with a refund for any items (including Virtual Items) purchased or Fees paid using Client's Account, for any reason, including but not limited to termination of Client's Account, whether such actions are voluntary or involuntary. Further, there are no refunds or credits for periods where the Client did not use an activated Account, used it only partially, or deactivated the Account or terminated these Terms during an ongoing payment interval. If, after signing up, Client elects to upgrade to a more expensive Plan, the unused portion of any prepaid Fees shall be applied to the Fee of the more expensive Plan.

Client understands and agrees that there is no obligation, at any time, to purchase any Virtual Items. In the event Client purchases Virtual Items with real-world money, Almost Apps LLC grants Client a limited, personal, non-transferable, non-sublicensable, revocable license to

use such Virtual Items. All purchases and redemptions of such Virtual Items through the Almost App LLC Services are final and non-refundable, unless otherwise determined by Almost Apps LLC. Almost Apps LLC may manage, regulate, control, modify, or eliminate Virtual Items at any time, with or without notice to Client. Almost Apps LLC will have no liability to Client or any third party in the event that Almost Apps LLC exercises any such rights.

Virtual Items have no real-world value. Other than as expressly authorized in the Almost Apps LLC Services, Client may not sell, redeem, or otherwise transfer Virtual Items to any person or entity, including but not limited to Almost Apps LLC, another user, or any third party.

Client understands that use of the Almost Apps LLC Services may result in charges, and Client agrees to pay all Fees and applicable taxes incurred by Client or anyone using Client's Account. Virtual Items purchased for use in or with the Almost Apps LLC Services through other applications stores or platforms (such as the Google Play Store or Apple App Store) will be subject to those platforms' payment terms and conditions. Almost Apps LLC does not control how those platforms charge Client for Virtual Items and shall not be liable for processing the payment by such third parties. Please review those platforms' terms of service for additional information. Almost Apps LLC may also from time to time provide certain users with offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Almost Apps LLC Services, and Client agrees that such offers and discounts, unless also made available to Client, shall have no bearing on Client's use of the Almost Apps LLC Services or payments charged to Client's Account.

All Fees and purchases of Virtual Items are exclusive of all taxes, levies or duties applicable under any applicable law, unless stated otherwise stated herein. Client is solely responsible for the payment of such taxes, levies or duties.

5.5 Changing Plans. Any Client has the right to upgrade or downgrade a current Plan at any time by selecting a new Plan among the collection of Plans determined by Almost Apps LLC. In such an event, the Client's credit card on file with Almost Apps LLC will automatically be charged with a Fee for the next payment interval with the rate stipulated in the new Plan, if such Plan is not free.

Downgrading of the current Plan may cause the loss of features or capacity of the Account, as well as the loss of Client Data. No Fee refund will be provided for the current payment interval in the event the Client downgrades their current Plan.

5.6 Free Trial. A new Client may be entitled to a Free Trial, unless the Client has applied for the Account as a result of an ongoing marketing campaign organized by Almost Apps LLC in cooperation with its partners. The Client is not required to provide any credit card information during the period of Free Trial. If the period of Free Trial has expired, the Account will be automatically deactivated. In order to prevent deactivation or to reactivate the Account, the Client is required to select a suitable Plan and pay the first Fee. If the Client does not pay the first Fee within 2 weeks as of the expiry of the Free Trial, Almost Apps LLC has the right to permanently delete the Account, including all Client Data therein.

In addition to the current collection of Plans, Almost Apps LLC may offer special discounts and motivation schemes (for example finder's fees, etc.).

6. PAYMENT

The following provisions are applicable only if you purchase access to the Almost Apps LLC Services directly from Almost Apps LLC.

6.1 Payment Card Authorization. Almost Apps LLC may seek pre-authorization of Client's payment card account prior to your purchase of Almost Apps LLC Services in order to verify that the card is valid and has the necessary funds or credit available to cover your purchase. You authorize such payment card account to pay any amounts described herein, and authorize Almost Apps LLC to charge all sums described in these Terms to such card account. You agree to provide Almost Apps LLC updated information regarding your payment card account upon Almost Apps LLC's request and any time the information earlier provided is no longer valid.

6.2 Direct Debit Payments. In some markets Almost Apps LLC may, if Client elects, request that Client complete a direct debit mandate to enable direct debit payments. In such cases Almost Apps LLC shall comply with all applicable national rules and regulations related to direct debit payments.

6.3 Electronic Invoice. If Almost Apps LLC has not sought pre-authorization of your payment card, then before the end of each payment interval, Client will be issued an electronic invoice for payment of the Fee of the next payment interval. Client must pay the invoice by the due date indicated on the invoice.

6.4 Overage Charges. Upon delay with any payments, Almost Apps LLC may require the Client to pay interest on the delay (penalty for late payment) for the period as of the time the payment obligation falls due until conforming performance is rendered. The interest rate of penalty for late payment due shall be 1% per month; provided, however, if any interest paid to Almost Apps LLC is determined to be in excess of the then legal maximum rate, then that portion of each interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of amounts owing under Section 6.2. Upon calculation of the penalty for late payment, one year shall be deemed to contain 365 calendar days.

7. CLIENT DATA

7.1 Uploading Client Data to Apps. If the Client uploads Client Data to the Apps, such Client Data and any processing of such Client Data must be in compliance with these Terms and applicable law. All rights, title and interest in and to the Client Data belong to the Client or third persons (including Users, persons and Organizations) whether posted and/or uploaded by you or made available on or through the Almost Apps LLC Services by Almost Apps LLC. By

uploading Client Data to the Apps, Client authorizes Almost Apps LLC to process the Client Data. The Client is responsible for ensuring that:

- a. the Client and any of the Users associated with the Account do not create, transmit, display or make otherwise available any Client Data that violates the terms of these Terms, the rights of Almost Apps LLC, other Clients or Users, persons or Organizations or is harmful (for example viruses, worms, malware and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or otherwise unlawful; and
- b. the Client and all of the Users associated with the Account have the necessary rights to use the Client Data, including to insert it into the Apps and process it by means of the Account.

7.2 No Guarantee of Accuracy. Almost Apps LLC does not guarantee any accuracy with respect to any information contained in any Client Data, and strongly recommends that you think carefully about what you transmit, submit or post to or through the Almost Apps LLC Services. You understand that all information contained in Client Data is the sole responsibility of the person from whom such Client Data originated. This means that Client, and not Almost Apps LLC, is entirely responsible for all Client Data that is uploaded, posted, transmitted, or otherwise made available through the Almost Apps LLC Services, as well as for any actions taken by Almost Apps LLC or other Clients or Users as a result of such Client Data.

7.3 Unlawful Client Data. Almost Apps LLC is not obliged to pre-screen, monitor or filter any Client Data or acts of its processing by the Client in order to discover any unlawful nature therein. However, if such unlawful Client Data or the action of its unlawful processing is discovered or brought to the attention of Almost Apps LLC or if there is reason to believe that certain Client Data is unlawful, Almost Apps LLC has the right to:

- a. notify the Client of such unlawful Client Data;
- b. deny its publication on the Web Site or its insertion to the System;
- c. demand that the Client bring the unlawful Client Data into compliance with these Terms and applicable law;
- d. temporarily or permanently remove the unlawful Client Data from the Web Site or Account, restrict access to it or delete it.

If Almost Apps LLC is presented convincing evidence that the Client Data is not unlawful, Almost Apps LLC may, at its sole discretion, restore such Client Data, which was removed from the Web Site or Account or access to which was restricted.

In addition, in the event Almost Apps LLC believes in its sole discretion Client Data violates applicable laws, rules or regulations or these Terms, Almost Apps LLC may (but has no obligation), to remove such Client Data at any time with or without notice.

Without limiting the generality of the preceding sentence, Almost Apps LLC complies with the Digital Millennium Copyright Act, and will remove Client Data from the Apps upon receipt of a compliant takedown notice.

7.4 Compelled Disclosure. Almost Apps LLC may disclose a Client's confidential information to the extent compelled by law to do so. In such instance, Almost Apps LLC will use commercially reasonable efforts to provide Client with prior notice of the compelled disclosure (to the extent legally permitted) and Client shall provide reasonable assistance, at its cost, if Client wishes to contest the disclosure. If Almost Apps LLC is compelled by law to disclose Client's confidential information as part of a civil proceeding to which Almost Apps LLC is a party, and Client is not contesting the disclosure, Client will reimburse Almost Apps LLC for its reasonable cost of compiling and providing secure access to that confidential information.

8. SERVICES

8.1 Use of the Almost Apps LLC Services. Subject to these Terms, and the payment of the applicable service Fee, Almost Apps LLC grants Client and its authorized users a non-exclusive, non-transferable, non-sub-licensable license to use the Almost Apps LLC Services to:

- a. collect, store and organize Client Data;
- b. modify and delete Client Data;
- c. customize the standard features of the Almost Apps LLC Services;
- d. receive reasonable help and guidance and from Almost Apps LLC regarding the use of the Almost Apps LLC Services.

8.2 Technical Support. Almost Apps LLC shall provide reasonable technical support to Client and its authorized User at the reasonable request of the Client. Almost Apps LLC shall respond to enquiries of support from a Client utilizing the contacts set forth below as soon as reasonably possible. Responding to enquiries of Clients and Users who have accepted these Terms but do not have an Account may be less expedient, or may not occur at all.

The contacts for all enquiries of support are:

- a. instant messaging,
- b. built-in notification application on the Web Page, or
- c. e-mail: support@almostapps.com

8.3 Modifications to Service. Almost Apps LLC reserves the right to modify the Almost Apps LLC Services or any part or element thereof from time to time without prior notice, including, without limitation:

- a. rebranding the Almost Apps LLC Services at its sole discretion;

- b. ceasing providing or discontinuing the development any particular Almost Apps LLC Service or part or element of the Apps temporarily or permanently;
- c. taking such action as is necessary to preserve Almost Apps LLC's rights upon any use of the Almost Apps LLC Services that may be reasonably interpreted as violation of Almost Apps LLC's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

As applicable, Client may be notified of such modifications when logging in to the Account. Modifications, including change in applicable rates for the Almost Apps LLC Services, will become effective thirty (30) days before the effective date of such modification.

If the Client does not accept the modification, the Client shall notify Almost Apps LLC before the effective date of the modification, and these Terms will terminate on the effective date of the modification. The Client's continued use of the Almost Apps LLC Services, or any part or element thereof, after the effective date of a modification shall indicate its consent to the modifications. Almost Apps LLC shall not be liable to the Client or to any third person for any modification, suspension or discontinuance of the Almost Apps LLC Services, or any part or element thereof.

9. DATA PROCESSING CONTRACT

The Client hereby instructs Almost Apps LLC to process the data as described in these Terms.

9.1 Subject matter and nature of processing. Almost Apps LLC provides the Apps where the Client, as the data controller, can collect, store and organize the personal data of data subjects determined by the Client. The Apps has been designed to work as a partnership management tool but, to the extent not regulated by these Terms, the Client decides how they use the Apps.

9.2 Duration. Almost Apps LLC will process data on behalf of the Client until the termination of the Almost Apps LLC Services in accordance with these Terms. Upon termination, Almost Apps LLC will store the Client's data for a period of six months, should the Client wish to reopen the Account to resume the use of the Almost Apps LLC Services or to export Client Data, unless instructed otherwise by the Client. Almost Apps LLC deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data.

9.3 Parties' rights and obligations. The Client's rights and obligations regarding Client Data are provided in sections 4 through 10 of these Terms. Almost Apps LLC ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Almost Apps LLC undertakes to make available to the controller all information necessary to demonstrate compliance with their obligations and to allow for and contribute to audits, including inspections, conducted or mandated by the Client as the data controller.

10. RESTRICTIONS

10.1 Prohibited Activities. Client and its authorized Users may use the Almost Apps LLC Services and any part or element thereof only in the scope, with the means and for purposes as identified in these Terms and applicable law. By way of example, neither the Client nor any User may:

- a. use the Almost Apps LLC Services or any part or element thereof to commit a crime, breach any applicable law or entice or invite others to carry out such illegal actions;
- b. copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile the Almost Apps LLC Services or any part or element thereof, or attempt to extract the source code thereof, unless (i) it is expressly allowed under applicable law, and (ii) to the extent that Almost Apps LLC is not permitted by that applicable law to exclude or limit the foregoing rights;
- c. use the Almost Apps LLC Services or any part or element thereof unless it has agreed to these Terms.

10.2 Certain Uses Require Almost Apps LLC Consent. The Client or any User may not, without Almost Apps LLC's prior express written consent (e-mail, fax, Skype, etc.):

- a. sell, resell, lease, license, sublicense, distribute, provide, disclose, divulge, exploit or otherwise grant Access or make the Almost Apps LLC Services available in whole or in part to any third persons, unless such third person is another authorized User of the same Client;
- b. use the Almost Apps LLC Services or any part or element thereof in a scope, with means or for purposes other than those for which their functionality was created; and
- c. use the Almost Apps LLC Services or any part or element thereof by means of programs that send them automatic enquiries or requests, unless such program has been made available by Almost Apps LLC.

11. PRIVACY

Almost Apps LLC takes the privacy of its Clients and Users very seriously. Almost Apps LLC's Privacy Policy at www.almostapps/privacy is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully as it governs Almost Apps LLC's collection, use, and disclosure of Client's or User's personal information.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Almost Apps LLC's Intellectual Property Rights in the Almost Apps LLC Services. The Almost Apps LLC Services, Almost Apps LLC Materials, Almost Apps LLC trade names

and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by Almost Apps LLC and its third party vendors and hosting partners. Almost Apps LLC Materials are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Almost Apps LLC, its affiliates and licensors retains all right, title and interest in such Almost Apps LLC Services, Almost Apps LLC Materials, Almost Apps LLC trade names and trademarks, and any parts or elements. Your use of the Almost Apps LLC Services and Almost Apps LLC Materials, and any parts or elements does not grant to you any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of the Almost Apps LLC Materials is strictly prohibited unless you have received the express prior written permission from Almost Apps LLC or the otherwise applicable rights holder. Almost Apps LLC reserves all rights to the Almost Apps LLC Services, Almost Apps LLC Materials and Almost Apps LLC trade names and trademarks not expressly granted in the Terms.

12.2 Content Owned by Almost Apps LLC. Subject to these Terms and the payment of the applicable service Fee, Almost Apps LLC grants Client and its authorized users a non-exclusive, non-transferable, non-sub-licensable license to download a single copy of any part of the Content solely for your personal, non-commercial use if you retain all copyright and proprietary notices that are contained in such part of the Content. You expressly acknowledge that you do not acquire any ownership rights by downloading any copyrighted material from or through the Apps or the Almost Apps LLC Services. You shall not copy, distribute or publish any Content or any information obtained or derived therefrom except as permitted on or through the Almost Apps LLC Services or as otherwise permitted by applicable law.

12.3 Client Data.

a. Almost Apps LLC may use Client Data in an aggregated or anonymized format for research, educational and other similar purposes. Almost Apps LLC may not otherwise use or display Client Data without Client's written consent. Almost Apps LLC respects your right to exclusive ownership of your Client Data. Unless specifically permitted by you, your use of the Almost Apps LLC Services does not grant Almost Apps LLC the license to use, reproduce, adapt, modify, publish or distribute the Client Data created by you or stored in your Account for Almost Apps LLC's commercial, marketing or any similar purpose. Client expressly grants Almost Apps LLC the right to use and analyze aggregate system activity data associated with use of the Almost Apps LLC Services by Client and its Users for the purposes of optimizing, improving or enhancing the way the Almost Apps LLC Services operate, and to create new features and functionality in connection with the Almost Apps LLC Services in the sole discretion of Almost Apps LLC.

b. Client is solely responsible for its own Client Data and the consequences of posting or publishing them on or through the Almost Apps LLC Service. In connection with Client Data, Client affirms, represents, and warrants that: (i) Client either owns its Client Data or has the necessary licenses, rights, consents, and permissions to use and authorize Almost Apps LLC to display or otherwise use the Client Data under all patent, trademark, copyright, trade secrets, or other proprietary rights in and to your Client Data

in a manner consistent with the intended features of the Almost Apps LLC Services and these Terms, and to grant the rights and license set forth in Section 12.3(a), and (ii) Client Data, Almost Apps LLC's or any Almost Apps LLC Licensee's use of such Client Data pursuant to these Terms, and Almost Apps LLC's or any Almost Apps LLC Licensee's exercise of the license rights set forth in Section 12.3(a), do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) violate any applicable law or regulation anywhere in the world; or (c) require obtaining a license from or paying any fees and/or royalties by Almost Apps LLC to any third party for the performance of any Almost Apps LLC Services Client has chosen to be performed by Almost Apps LLC or for the exercise of any rights granted in these Terms, unless Client and Almost Apps LLC otherwise agree.

12.4 Feedback. If Client or a User provides Almost Apps LLCs with any comments, bug reports, feedback, or modifications for the Almost Apps LLC Services ("Feedback"), Almost Apps LLC shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Almost Apps LLC Services. Client or User (as applicable) hereby grants Almost Apps LLC a perpetual, irrevocable, nonexclusive, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use your Feedback for any purpose. Almost Apps LLC shall have the right to modify or remove any Feedback provided in the public areas of the Web Site if Almost Apps LLC deems, at its discretion, harmful, offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or otherwise unlawful.

13. THIRD-PARTY SITES, PRODUCTS AND SERVICES

The Almost Apps LLC Services may include links to other websites or services ("Linked Sites") solely as a convenience to Clients. Unless otherwise specifically and explicitly indicated, Almost Apps LLC does not endorse any such Linked Sites or the information, material, products, or services contained on or accessible through Linked Sites. Furthermore, Almost Apps LLC makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

Any content referred to as community provided is provided by third parties and not developed or maintained by Almost Apps LLC. By using any community marked code or libraries in your software development, you acknowledge and agree that Almost Apps LLC is not in any way responsible for the performance or damages caused by such community provided code or library.

14. DISCLAIMERS; NO WARRANTY

UNLESS OTHERWISE EXPRESSLY STATED BY ALMOST APPS LLC, THE ALMOST APPS LLC SERVICES, ALMOST APPS LLC MATERIAL, AND ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE ALMOST APPS LLC SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ALMOST APPS LLC AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, CORRECTNESS, ACCURACY, AND RELIABILITY.

UNLESS OTHERWISE EXPRESSLY STATED BY ALMOST APPS LLC, ALMOST APPS LLC AND ITS AFFILIATES DO NOT WARRANT THAT THE ALMOST APPS LLC SERVICES AND ANY CONTENT, CLIENT DATA SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE ALMOST APPS LLC SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ALMOST APPS LLC SERVICES AND ANY CONTENT, CLIENT DATA, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE ALMOST APPS LLC SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNLESS OTHERWISE EXPRESSLY STATED BY ALMOST APPS LLC, ALMOST APPS LLC AND ITS AFFILIATES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APPS, THE ALMOST APPS LLC SERVICES, ALMOST APPS LLC MATERIAL OR ANY LINKED SITES, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

THE LAWS OF CERTAIN COUNTRIES AND STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

15. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Almost Apps LLC and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney’s fees, arising out of your use or misuse of the Almost Apps LLC Services, Almost Apps LLC Materials, representations made to Almost Apps LLC, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Almost Apps LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which

you are required to indemnify Almost Apps LLC, and you agree to cooperate with such defense of these claims.

16. LIMITATION OF LIABILITY

16.1 No Liability: Almost Apps LLC shall not be liable to the Client or User for any consequences resulting from:

- a. any modifications in these Terms, calculation and rates of Fees, the Almost Apps LLC Services, Almost Apps LLC Material, or any part or element thereof (including but not limited to Account), including any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the Almost Apps LLC Services or Almost Apps LLC Material;
- b. deletion of, corruption of, or failure to store any Client Data;
- c. use of Client Data by the Client or any of the Users associated with the Account;
- d. upgrading or downgrading the current Plan;
- e. any disclosure, loss or unauthorized use of the login credentials of Client or any authorized User due to Client's failure to keep them confidential;
- f. the Client's use of the Account or the Almost Apps LLC Services by means of browsers other than those accepted or supported by Almost Apps LLC;
- g. the application of any remedies against the Client or authorized Users by Almost Apps LLC, for example if the Client or User has committed a crime or conducted a breach of applicable law by using the Almost Apps LLC Services or any part or element thereof;
- h. the differences between technologies and platforms used for access, for example if certain features, functions, parts or elements of the Almost Apps LLC Services are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet;
- i. Almost Apps LLC's application of the remedies described in these Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

In addition, Almost Apps LLC and its affiliates shall not be liable to the Client for any claim by any User, person, Organization or third persons against the Client arising out of the Client's failure to:

- a. provide Almost Apps LLC with accurate information about the Client, Users or Account;
- b. notify Almost Apps LLC of any reasons due to which a User does not have the right to use the Account on behalf of the Client;

- c. provide any products or services which it has agreed to provide to such a person or Organization (whether such failure arises as a result of Almost Apps LLC's negligence, breach if these Terms or otherwise);
- d. ensure the lawfulness of the Client Data;
- e. obtain the necessary rights to use the Client Data; or
- f. abide by any of the restrictions described in these Terms.

16.2 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ALMOST APPS LLC AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER FOR THE ALMOST APPS LLC SERVICES GIVING RISE TO THE LIABILITY IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER THE "PAYMENT" SECTION ABOVE.

16.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

17. TERMINATION OF THESE TERMS

17.1 For Convenience. These Terms may be terminated for convenience upon written notice to the other party as indicated in the "Notice" Section below:

- a. by the Client any time by clicking the cancellation link on the Web Site, when logged in to the Account;
- b. by Almost Apps LLC upon decision to end provision of the Almost Apps LLC Services and close the Apps; or
- c. immediately by either party, if proceedings are initiated for the other party's liquidation or insolvency or a negotiated settlement with the other party's creditors is concluded or an assignment is made on behalf of the other party for the benefit of creditors.

17.2 For Default. These Terms may be terminated for default upon written notice to the other party as indicated in the “Notice” Section below:

- a. by either party in case of breach of these Terms by the other party, if the breach has not been cured within 30 days of receipt of a notice from the non-breaching party; or
- b. immediately by either party if the other party breaches its obligations, as applicable under Sections 12 [Intellectual Property Rights] and 15 [Indemnification] of these Terms.

17.3 Effect of Termination. Upon termination of these Terms,

- a. Almost Apps LLC shall deactivate and permanently delete the Account, within six months of the effective date of termination of these Terms. If the Client has specifically requested for an earlier deletion of the Account, Almost Apps LLC shall fulfill such request within 1 month of its receipt of such request.
- b. Client must:
 1. stop using and prevent the further usage of the Almost Apps LLC Services, including, without limitation, the Apps;
 2. pay any amounts owed to Almost Apps LLC under these Terms; and
 3. discharge any liability incurred by the Client before under these Terms prior to their termination; and
- c. The following provisions shall survive the termination of these Terms: Sections 1, 7.4, 10, 11, 12, 14, 15, 16, 18 and 19.

17.4 Remedies.

If Almost Apps LLC terminates these Terms as a result of an uncured breach by a Client or User, Almost Apps LLC is entitled to use the same or similar remedies against any other persons who use the Almost Apps LLC Services in conflict with these Terms. Notwithstanding the foregoing, Almost Apps LLC may also apply any other remedies available to it under the applicable law. Upon application of any remedies, the Client or User may lose Access or suffer a loss of certain features, functions, parts or elements of the Almost Apps LLC Services.

If Almost Apps LLC has reasonable grounds to believe that the Client’s or User’s use of the Almost Apps LLC Services, including the Account may harm any third persons, Almost Apps LLC has the right to take adequate measures under its control to prevent, stop and eliminate the harm, where possible, in order to protect those third persons.

18. WHO YOU ARE CONTRACTING WITH

18.1 General. You are contracting with Almost Apps LLC.

18.2 Governing Law and Jurisdiction.

Any dispute arising from or relating to the subject matter of these Terms of Service shall be finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, without reference to any conflict of law principles. For all purposes of these Terms of Service, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in San Francisco, California. Use of the Services is not authorized in any jurisdiction that does not give effect to all provisions of these Terms of Service, including without limitation, this section.

If any part of this provision is ruled to be unenforceable, then the balance of this provision shall remain in full effect and construed and enforced as if the portion ruled unenforceable were not contained herein.

Use of the Almost Apps LLC Services is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this section.

Notwithstanding the foregoing, you and Almost Apps LLC agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either party's right to (i) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (ii) seek injunctive relief in a court of law, or (iii) to file suit in a court of law to address intellectual property infringement claims.

19. GENERAL PROVISIONS

19.1 Relationship of the Parties. The parties will act solely as independent contractors. These Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between the Client and Almost Apps LLC, and the Client shall not represent to the contrary, whether expressly, by implication, appearance or otherwise. These Terms are not for the benefit of any third parties.

19.2 Severability. If any term, condition or provision of these Terms is held to be invalid, unenforceable or illegal in whole or in part for any reason, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties. The validity and

enforceability of the remaining terms, conditions or provisions, or portions of them, shall not be affected.

19.3 Entire Agreement. These Terms are the entire agreement between Client and Almost Apps LLC regarding Client's use of the Almost Apps LLC Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

19.4 Assignment. Client may not, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without Almost Apps LLC's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, the Client, or its permitted successive assignees or transferees, may assign or transfer these Terms or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with the Client, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of the Client, or its permitted successive assignees or transferees.

19.5 No Waiver. Failure of either Party to exercise or enforce any provision of or any of its rights under these Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.

19.6 Notices. Except as otherwise specified in these Terms, all notices related to these Terms will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to you will be addressed to the relevant billing contact designated by you. All other notices to you will be addressed to the relevant Services system administrator designated by you.

Last update: February 13, 2024