

Terms of Use

Awemaze, Inc. Application Terms of Use Effective Date: August 3, 2015

Awemaze, Inc., which has created the Awemaze mobile application (the “App”), requires that users of the App adhere to these Terms of Use (or “Terms”) when they use the App. If you use the App, then these Terms of Use are a binding agreement between Awemaze and you, and if at any time you do not agree with all of the terms included here, then you must immediately discontinue your use of the App. These Terms also give Awemaze legal rights in the event that you should breach any of the terms included here, so it is important that you read these Terms of Use carefully and ensure that you are in agreement with all of them.

Our business and technology are always evolving, and so from time to time we may decide to make revisions to these Terms of Use. It is your obligation to review these Terms periodically to make sure you remain in agreement with them. The App will always include a link to our most up-to-date Terms, and we include an effective date at the top of the Terms, so you can quickly see when they were last updated.

The App is a software program, and we are licensing the App to you, for your personal, noncommercial use only, meaning that you will not use the App on behalf of or for the benefit of anyone else, and you will not be entitled to get paid or otherwise collect consideration of any kind from any third party for using the App, whether on their behalf, for their benefit, or otherwise. You only obtain this limited license, which we can revoke from you if we learn that you have violated any of these Terms, and we retain full and complete ownership of the App and all intellectual property rights therein. You are not permitted to decompile, reverse-engineer, disassemble, or otherwise convert or attempt to convert the App to a human-perceivable form of code. The Awemaze name and logo, together with our other trademarks and logos are the property of Awemaze, Inc., and you may not copy, use or display them in any manner (excluding displays found in or generated by the app) without our prior written consent, which we may withhold in our sole discretion. Other names and logos that may appear in the App are the property of their respective owners.

Our Privacy Policy, which explains how we collect and use information about our users, is part of our Terms of Use for the App, and can be reviewed at any time by following the Privacy Policy link in the App, or by visiting the Awemaze website, at www.awemaze.com. By using the App, you are indicating your agreement to the Privacy Policy as part of these Terms.

In order to use the App to browse the information it contains and/or contact or connect with any of our other users, you must register and provide complete and accurate registration information. In using the App, you must use your own account only, and you must not misrepresent your identity or let anyone use your account. You agree to comply with all laws, rules and regulations applicable to your use of the App, and in particular you will respect and obey all laws regarding copyright and trademark ownership and use of intellectual property. You also will avoid uploading, suggesting, sharing, or otherwise providing any content that might reasonably be understood to be inappropriate or offensive, and Awemaze reserves the right to remove any content that it determines (in its sole discretion) to be inappropriate for the App. Under no circumstances will you attempt to violate any security features of the App, or of any software, content or other features available from the App.

The confidentiality of your account password is entirely your responsibility, and you must notify Awemaze immediately if you suspect or learn of any unauthorized use of your account. Awemaze will have no liability or other responsibility for any loss that results from someone else using your App or your account, either with or without your knowledge. Awemaze reserves the right to suspend or terminate the account of anyone who is found to have used a fake name, or other false or inaccurate information in identifying themselves to us or to other App users, who used the account of any other user or permitted other users to access and use their account, or who uploaded, shares, input, or otherwise provided any inappropriate content or content that infringed or otherwise violated of a third-party’s intellectual property rights or other proprietary rights.

From time to time, Awemaze may need to access location data about you, and it is your responsibility to ensure that Awemaze is able to access information about your location whenever such data is needed.

We have no control over, and no liability for any user content available in the App, or for any websites that may be accessible from the App. We make no guarantees about the accuracy, currency, content, or quality of the information available in or from within the App, nor do we assume any responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may come from our users or from any websites that may be accessible from the App.

From time to time the App will invite or may even require comments, responses, images, drawings, videos, audio recordings, suggestions, ideas, information, and other content from users (collectively, the “User Content”), and so you may from time to time have the opportunity to provide your User Content to Awemaze and to other users of the App. You will retain all ownership rights in your User Content (subject to the paragraph below regarding Feedback); however, by submitting, posting, uploading, transmitting, displaying, communicating, or otherwise distributing your User Content to Awemaze or to other App users via the App, you are hereby granting and agreeing to grant to Awemaze a nonexclusive, worldwide, royalty-free, fully-paid, sublicensable, assignable and transferable license under all of your intellectual property rights to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display your User Content, and we may exercise this license in connection with the App or for any other purposes related to our business or the operation of Awemaze, and without any obligation to credit or compensate you in any way for your User Content.

To the extent that your User Content includes any feedback, suggestions, ideas, or other information or materials regarding Awemaze, the App or any other products, services or activities of Awemaze or of any App user (collectively, “Feedback”), and whether provided via the App, by email to Awemaze or otherwise, you understand that all such Feedback is non-confidential and you agree that any concepts, inventions, suggestions or other ideas contained therein shall become the sole property of Awemaze. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledging or compensating you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). We always want to hear from our users, but if you expect to be paid or want to continue to own or claim rights in any Feedback, you should not share your ideas with us. We reserve the right to block or terminate your use of the App at any time and for any reason (including for no reason). To ensure that we can provide a high quality experience for you and for other users of the App, you agree that we or our representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the App. We do not intend to disclose the existence or occurrence of such an investigation unless required by law, but we reserve the right to terminate your account or your use of the App immediately, with or without notice to you, and without liability to you, if we believe that you have violated any of these Terms, furnished us with false or misleading information, or interfered with our operation of the App or with use of the App by others.

THE APP AND ITS CONTENT AND FEATURES ARE MADE AVAILABLE “AS IS” WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE APPLICATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AWEMAZE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE APP AND ITS CONTENT AND FEATURES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. AWEMAZE DOES NOT WARRANT THAT THE APP WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE.

AWEMAZE’S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE APP OR ANY SERVICES PROVIDED TO YOU BY AWEMAZE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. WE MAY TERMINATE YOUR ACCESS TO THE APP OR ALTER OR DELETE THE APP OR ITS CONTENT OR FEATURES AT ANY TIME, IN ANY WAY, AND FOR ANY REASON OR NO REASON, ALL IN OUR SOLE DISCRETION.

You agree to indemnify and hold harmless Awemaze and its owners, officers, directors, employees, contractors, representatives, successors and assigns from any and all third party claims (including any losses, liability, damages, and/or costs related thereto, and further including our reasonable attorney fees and costs) arising from your Awemaze account, your use of the App, or your violation of these Terms. We will notify you of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claims.

The App is controlled and operated by Awemaze from its offices in the State of California. We make no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Your use of the App should not be construed as Awemaze purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California. California law will govern these Terms and your use of the App, and in the event that you should bring any claim against Awemaze, you agree to do so exclusively in Los Angeles, California, in any state or federal court having jurisdiction.

Any time you have any questions about these Terms of Use, or about the App in general, please email us at info@awemaze.com and we will get back to you as quickly as possible.

The logo for Awemaze, featuring the word "Awemaze" in a stylized, yellow, cursive font.