

Baby Affinity

Terms of Service

LAST UPDATE: JANUARY 10, 2020

The following terms of service (referred to as simply “Terms”) govern your use of the Baby Affinity application and all content, services, software, and products available through mobile devices (referred to as simple the “App”). The App is owned and operated by Michael Ray Centers, Jr..

The App is offered subject to your acceptance of all of the following Terms contained herein and all other policies (including, without limitation, the Privacy Policy) and procedures that may be published from time to time within the App by Michael Ray Centers, Jr. (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or continuing to use the App. By accessing or using the App, you agree to become bound by the Terms of this agreement. If you do not agree to all the Terms of this agreement, then you may not access or use the App, or any other services provided by Michael Ray Centers, Jr.. If these Terms are considered an offer by Michael Ray Centers, Jr., acceptance is expressly limited to these terms. The Application is available only to individuals who are at least 13 years old.

Your Device and Content

If you install and/or use the App, you are responsible for maintaining the security of your device and you are fully responsible for all activities that occur on the device. You must immediately notify the admins of Baby Affinity of any unauthorized uses of your App, the content it provides, or any other breaches of security. Michael Ray Centers, Jr. will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. The App is property owned by Michael Ray Centers, Jr., and is to not be distributed without prior written authorization from the App owner. Furthermore, the App is to not be

distributed, decompiled, decompressed, or modified without expressed and written consent from Michael Ray Centers, Jr..

Responsibility of Contributors

If you post or share with others material you add to the App, or otherwise make (or allow any third party to make) material available by means of the App (any such material, “Content”), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party;

- your content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, blogs and web sites, and similar unsolicited promotional methods;
- your content is not named in a manner that misleads your readers into thinking that you are another person or company; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Michael Ray Centers, Jr. or otherwise.

Payment and Renewal

General Terms

Paid services are available from within the App. When utilizing or buying a paid service, premium features, or upgrade, you agree to pay the fees indicated (“Payment”) through the Merchant of Record of your choice. Some services or features may allow you to opt-in to be charged as a monthly or annual subscription as indicated. If you opt-in to an automatically renewing subscription, Payment will be on a pre-pay basis on the day you begin utilizing the service or upgrade and will cover the use of that service or upgrade for a monthly or annual subscription period as indicated. These fees are not refundable. All fees payable shall be exclusive of any sales, use, withholding, value added or similar taxes, government fees or levies or other assessments which shall be your sole responsibility.

Automatic Renewal

At this time, no products are purchased at an automatically renewable rate.

If there were automatically renewable purchases, the following:

By default your purchase would automatically renew annually or monthly, therefore, the following conditions would apply. Unless you notify the Merchant of Record before the end of the applicable subscription period that you want to cancel a subscription service or upgrade, your subscription will automatically renew and you authorize the Merchant of Record to collect the then-applicable annual or monthly

subscription fee (as well as any taxes) using any credit card or other payment mechanism they have on record for you. Subscriptions can be canceled at any time. If upon renewal Payment cannot be collected you will be informed and given reasonable time to correct and complete the payment process. If after this still no Payment has been received, we will suspend access to the service. Late payments shall be subject to interest charges at the current applicable interest rates.

Merchant of Record

When you buy optional paid services, Premium Features, or upgrades, the order process is conducted by the Apple Inc. App Stores. Apple Inc. is the Merchant of Record for your orders. Apple provides all customer service inquiries and handle returns related to your purchase.

Services

Support Services

Optional Support services may be provided by Baby Affinity under the terms and conditions for each such service. By submitting Support inquiries or relation communication to the provided email accounts within the App, you agree to abide by such terms and conditions. Unless optional Support is purchased, the App owner does not have any support obligations to you with respect to the App.

App Updates

We may offer free updates to the App, but we do not guarantee that any other releases of the App will be made available to you free of charge. If you proceed with non-renewing in-app purchases, you will continue to be able to use those products (provide you abide by this Agreement). If you purchase subscriptions, you will be able to keep using these while keeping an active subscription (provide you abide by this Agreement). With any purchase or subscription, you will receive any new features and updates available for those purchases or subscriptions. The App owner explicitly does not guarantee that additional features or functionality will become available or provided.

Responsibility of App Users

Michael Ray Centers, Jr. provides the App as-is, disclaims any responsibility for any harm resulting from the use of the App. You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the App or make the App available to any third party.

If you purchase any subscription, you are allowed to use them on up to five devices associated with your Apple Account. The App owner may at his sole discretion increase the number of devices. He may also, at his sole discretion, decide to extend your allowed usage of the App beyond the stated uses and will inform you within the App or contacting you via email or in writing.

Unless permitted under applicable law, fair use rules or under this Agreement, you shall not (and shall not allow any third party to):

- decompile, disassemble, or otherwise reverse engineer the App, or attempt to discover any source code or underlying ideas or algorithms of the App;
- remove any product identification, copyright or other notices embedded within the App;
- modify or create a derivative work of the App (except as otherwise expressly authorized by Michael Ray Centers, Jr. in writing);
- remove or export the App in violation of applicable laws or regulations;
- relicense, provide, lease or lend the App to any third party;
- copy the App or Website, or any portion thereof except as permitted under this Agreement; and
- disclose any performance information or analysis (including, without limitation, benchmarks) from any source relating to the App or Website.

The App may make use of third party software components. Notwithstanding the foregoing, use of some third party software components included in the App may be subject to other terms and conditions. The official copyright notices and specific

license conditions of such third party software components can be found through the “About” section within the App, or can be emailed to you upon request.

Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Baby Affinity link. The App owner does not have any control over those non-Baby Affinity websites and webpages, and is not responsible for their contents or their use. By linking to a non-Baby Affinity website or webpage, the App owner does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The App owner disclaims any responsibility for any harm resulting from your use of non-Baby Affinity websites and webpages.

Copyright Infringement and DMCA Policy

As Michael Ray Centers, Jr. asks others to respect his intellectual property rights, he respects the intellectual property rights of others. If you believe that material located on or linked to within his App violates your copyright, you are encouraged to notify the admins of Baby Affinity. The App owner will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. The App owner will terminate a users access to and use of the App if, under appropriate circumstances, the user is determined to be a repeat infringer of the copyrights or other intellectual property rights of Michael Ray Centers, Jr. or others. In the case of such termination, the App owner will have no obligation to provide a refund of any amounts previously paid to the App owner.

Intellectual Property

This Agreement does not transfer from the App owner to you any of the App owner or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with the App owner. Baby

Affinity, the Baby Affinity logo, and all other trademarks, service marks, graphics and logos used in connection with the App are trademarks or registered trademarks of the App owner or the App owner's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website or App may be the trademarks of other third parties. Your use of the App grants you no right or license to reproduce or otherwise use any of the App owner or third-party trademarks.

Advertisements

While we currently have no plans to do so, the App owner reserves the right to display advertisements on your Content unless you have purchased an Ad-free Upgrade or a Services account.

Attribution

At this time, Baby Affinity annotates no attribution, however, it does reserve the right to implement Attribution within future App releases.

Changes

The App owner reserves the right, at his sole discretion, to modify or replace any part of this Agreement. If he decides to change the Privacy Policy, he will post those changes within the Privacy Policy. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the App following the posting of any changes to this Agreement constitutes acceptance of those changes. The App owner may also (but does not guarantee), in the future, offer new services and/or features through the App (including, the release of new features and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Termination

The App owner may terminate your access to all or any part of the App at any time, with or without cause, with or without notice, effective immediately. If you wish to

terminate this Agreement, you may simply delete the App and all copies thereof. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Disclaimer of Warranties

The App is provided “as is”. The App owner and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither the App owner nor its suppliers and licensors, makes any warranty that the App will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the App Store at your own discretion and risk, including the App.

Limitation of Liability

In no event will the App owner, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to the App owner under this agreement during the monthly period prior to the cause of action. Michael Ray Centers, Jr. shall have no liability for any failure or delay due to matters beyond his reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

General Representation and Warranty

You represent and warrant that (i) your use of the App will be in strict accordance with the Baby Affinity Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of

technical data exported from the country in which this website resides or the country in which you reside) and (ii) your use of the App will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless the App owner, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the App, including but not limited to your violation of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between the App owner and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Baby Affinity, or by the posting by the App owner of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the App will be governed by the laws of The United States of America, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in West Virginia, United States of America. This License Agreement shall not be governed by the UN Convention on contracts for the international sale of goods (CISG). Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in West Virginia, United States of America, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will

remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; the App owner may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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Originally adapted from the WordPress Terms of Service.