

# Appigo Third Party Integration End-User License Agreement

## TERMS OF SERVICE

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APPIGO, INC. ("APPIGO") STATING THE TERMS THAT GOVERN YOUR USE OF THE APPIGO THIRD PARTY INTEGRATION CLASSES ("LICENSED CLASSES"). THIS AGREEMENT, TOGETHER WITH ALL UPDATES, ADDITIONAL TERMS, SOFTWARE LICENSES, AND ALL OF APPIGO'S RULES AND POLICIES, COLLECTIVELY CONSTITUTE THE "AGREEMENT" BETWEEN YOU AND APPIGO. BY DOWNLOADING AND USING THE LICENSED CLASSES YOU ARE INDICATING THAT YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT VIEW OR USE THE CLASSES. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU. CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND APPIGO MAY REFUSE ACCESS TO THE LICENSED CLASSES FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT.**

The Licensed Classes are licensed, not sold, to You for use only under the terms of this license, unless accompanied by a separate license agreement, in which case the terms of that separate license agreement will govern, subject to Your prior acceptance of that separate license agreement. The licensor (Appigo) reserves all rights not expressly granted to You.

**a. Scope of License:** This license granted to You for the Licensed Classes by Appigo is limited to a non-transferable license to use the Licensed Classes in any iPhone or iPod touch application that You own or control. This license does not allow You to use the Licensed Classes on any iPod touch or iPhone that You do not own or control. The terms of the license will govern any subsequent updates to the Licensed Classes provided by Appigo that replace and/or supplement the original Classes, unless such update is accompanied by a separate license in which case the terms of that license will govern.

**b. Termination.** The license is effective until terminated by You or Appigo. Your rights under this license will terminate automatically without notice from the Appigo if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of the Licensed Classes, and destroy all copies, full or partial, of the Licensed Classes.

**c. Services.** The Licensed Classes provide integration with Appigo iPhone and iPod touch applications (collectively and individually, "Services"). Use of the Services require you to legally obtain the Appigo Application via Apple's iTunes App Store and that You accept additional terms of service. You agree to use the Services at Your sole risk and that Appigo shall not have any liability to You for any of these Services.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and You shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or

violate the rights of any other party, and that the Application Provider is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

To the extent You choose to access such Services or Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Appigo, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Appigo be liable for the removal of or disabling of access to any such Services. Appigo may also impose limits on the use of or access to certain Services, in any case and without notice or liability. You understand that Appigo may offer integration its own Services.

**d. NO WARRANTY:** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED CLASSES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED CLASSES AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED CLASSES ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPIGO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED CLASSES AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPIGO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED CLASSES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED CLASSES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED CLASSES OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED CLASSES OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPIGO OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED CLASSES OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

**e. Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APPIGO BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED CLASSES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Appigo's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

**f.** The laws of the State of Utah, govern this license and your use of the Licensed Classes. Your use of the Licensed Classes may also be subject to other local, state, national, or

international laws.

**g. License.** The Licensed Classes are provided under the MIT License.

Copyright (c) 2009-2010 Appigo, Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

**h. Copyrights and Trademarks.** Except where otherwise specified, the contents of the Licensed Classes are copyright (c) 2009-2010 Appigo, Inc. All rights reserved.

The contents of the Licensed Classes are subject to protection under U.S. and foreign copyright laws.

Appigo, Appigo Todo, Appigo Notebook, Appigo AccuFuel, the respective app icons, and the Todo 3 logo are trademarks of Appigo, Inc. Copyright 2008-2010, Appigo, Inc. All rights reserved. Apple, the Apple logo, iPod, iPod touch, and iTunes are trademarks of Apple Inc., registered in the U.S. and other countries. iPhone is a trademark of Apple Inc. App Store is a service mark of Apple Inc. Other company and product names may be trademarks of their respective owners. Appigo Todo uses the Remember the Milk API but is not endorsed or certified by Remember The Milk. Appigo Todo uses the Toodledo API but is not otherwise affiliated with Toodledo.

Please direct any questions or comments to Appigo, Inc. in the form of an email (devprogram@appigo.com).

Last date of modification: 16 August 2010