

TERMS OF USE

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By downloading the Application from the Apple AppStore, and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement.

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This License Agreement may not provide for usage rules for the Application that are in conflict with the latest [App Store Terms of Service](#). Jaypalsinh Jadeja acknowledges that it had the opportunity to review said terms and this License Agreement is not conflicting with them.

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1. THE APPLICATION

Memrise it (hereinafter: Application) is a piece of software created to Help to memorise text or important things - and customized for Apple mobile devices. It is used to Help to remember long text, points, paragraph .

2. SCOPE OF LICENSE

2.1 This license will also govern any updates of the Application provided by Licensor that replace, repair, and/or supplement the first Application, unless a separate license is provided for such update in which case the terms of that new license will govern.

2.2 You may not share or make the Application available to third parties (unless to the degree allowed by the Apple Terms and Conditions, and with Jaypalsinh Jadeja's prior written consent), sell, rent, lend, lease or otherwise redistribute the Application.

2.3 You may not reverse engineer, translate, disassemble, integrate, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Application, or any part thereof (except with Jaypalsinh Jadeja's prior written consent).

2.4 You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the App Store Terms of Service, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

2.5 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.6 Licensor reserves the right to modify the terms and conditions of licensing.

2.7 Nothing in this license should be interpreted to restrict third-party terms. When using the Application, You must ensure that You comply with applicable third-party terms and conditions.

3. TECHNICAL REQUIREMENTS

3.1 Licensor attempts to keep the Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

4. NO MAINTENANCE OR SUPPORT

4.1 Jaypalsinh Jadeja is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Application.

4.2 Jaypalsinh Jadeja and the End-User acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the licensed Application.

5. USE OF DATA

You acknowledge that Licensor will be able to access and adjust Your downloaded licensed Application content and Your personal information, and that Licensor's

use of such material and information is subject to Your legal agreements with Licensor and Licensor's privacy policy:

<http://appzforest.com/AppPolicy/Memorizeit.html>.

6. USER GENERATED CONTRIBUTIONS

The Application may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Application and through third-party websites or applications. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

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2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Application, and other users of the Application to use your Contributions in any manner contemplated by the Application and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Application and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Application in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Application.

7. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Application or making Contributions accessible to the Application by linking your account from the Application to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broad cast, retittle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

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We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations in the Application; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

8. Marketplace

App Download from App Marketplace. If you are downloading the App from a third party app-distribution platform or marketplace, such as Apple's App Store, Google's Google Play Store, please be aware that the App Marketplace (Stores) may have additional rules which also govern your use of the App.

9. WARRANTY

9.1 Licensor warrants that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Application works as described in the user documentation.

9.2 No warranty is provided for the Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Jaypalsinh Jadeja's sphere of influence that affect the executability of the Application.

9.3 You are required to inspect the Application immediately after installing it and notify Jaypalsinh Jadeja about issues discovered without delay by e-mail provided in [Product Claims](#). The defect report will be taken into consideration and further investigated if it has been mailed within a period of seven (7) days after discovery.

9.4 If we confirm that the Application is defective, Jaypalsinh Jadeja reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

9.5 In the event of any failure of the Application to conform to any applicable warranty, You may notify the App-Store-Operator, and Your Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the App-Store-Operator will have no other warranty obligation whatsoever with respect to the App, and any other losses, claims, damages, liabilities, expenses and costs attributable to any negligence to adhere to any warranty.

9.6 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

10. PRODUCT CLAIMS

Jaypalsinh Jadeja and the End-User acknowledge that Jaypalsinh Jadeja, and not Apple, is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application, including, but not limited to: (i) product liability claims;

(ii) any claim that the licensed Application fails to conform to any applicable legal or regulatory requirement; and

(iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Your Licensed Application's use of the HealthKit and HomeKit.

11. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that You are not listed on any U.S. Government list of prohibited or restricted parties.

12. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the licensed Application, please contact:

Jaypalsinh Jadeja
30, Backbone, Mayani Chowk, Rajkot
Rajkot, Gujarat 360004
India jadejajaypalsinh@gmail.com

13. TERMINATION

The license is valid until terminated by Jaypalsinh Jadeja or by You. Your rights under this license will terminate automatically and without notice from Jaypalsinh Jadeja if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

Jaypalsinh Jadeja represents and warrants that Jaypalsinh Jadeja will comply with applicable third-party terms of agreement when using licensed Application.

In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," Apple and Apple's subsidiaries shall be third-party beneficiaries of this End User License Agreement and - upon Your acceptance of the terms and conditions of this license agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

15. INTELLECTUAL PROPERTY RIGHTS

Jaypalsinh Jadeja and the End-User acknowledge that, in the event of any third- party claim that the licensed Application or the End-User's possession and use of that licensed Application infringes on the third party's intellectual property rights, Jaypalsinh Jadeja, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge or any such intellectual property infringement claims.

16. APPLICABLE LAW

This license agreement is governed by the laws of India excluding its conflicts of law rules.

17. MISCELLANEOUS

17.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

17.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.

18. CONTENT RIGHTS AND SUBSCRIPTION

1. Subject to the terms and conditions of this Agreement, you are given a personal license and right to access and use the applicable Services (and in the case of an App, to also install the App on your device) . This Subscription is nonexclusive, non-transferable, and non-sublicensable, and the Subscription only lasts while this Agreement remains in effect. As used herein, a "Paid Subscription" means a Subscription to any fee-based portions of the Services.

19. SOFTWARE COMPONENTS USAGE

1. This app and web services contains certain open source code or additional software components that may be subject to additional specific license terms. In accepting this Agreement, you also agree to be bound by these license terms with respect to the aforementioned specific open source code or software components.

20. PAYMENT

1. For the use of app and web services and Features of app are only offered under a Paid Subscription, and certain Service Content is only offered for payment (Premium Content and certain other Content). You agree to pay whatever fees and other charges are presented to you when you subscribe to a Paid Subscription or paid Service Content (collectively, the "Fees"). If the payment plan is on a recurring-subscription basis, you agree to pay the Fees in accordance with the applicable billing cycle ("Billing Cycle"). If you downloaded the App from the Apple Store, refunds are permissible in accordance with their refund policy.

21. DMCA Policy

1. Removal of Content. I/We respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. We follow to the Digital Millennium Copyright Act (DMCA), Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of users of the Services who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, Kindly provide the the following information in accordance with the DMCA:

(A) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright.

(B) A detailed description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it. Providing URLs in the body of an email is the best way to help us locate content quickly.

(D) Authorized person Name, Your address, telephone number, and email address.

(E) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

(F) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Contact : jadejajaypalsinh@gmail.com