

AppParties User Agreement



Terms of Use

AppParties is an online social network for sharing parties and events between users in a new and exciting way. AppParties and its services enable people to connect with each other, build communities and discover new events around them, location-based.

The terms of use and privacy policy are, for purposes of convenience, formulated in masculine form only, but refer to both genders alike.

Introduction

1. Using the services, including via internet website or mobile application (together: “The Website/AppParties/The Service/The Services”) constitutes your approval to these terms of use and privacy policy.
2. The Terms of use and privacy policy shall be construed as a binding agreement between the user and AppParties in any case of litigation.
3. These terms of use and privacy policy will bind the user.
4. These terms of use and privacy policy will be effective upon posting on AppParties.
The use of the service.
5. The service is for personal use only. Any commercial use or any other use of the services is strictly forbidden without prior written consent of AppParties.
6. Any action that cause (or might cause) any damage or impairment to the services, or to their availability or functionality is strictly forbidden.
7. To remove any doubt, AppParties prohibits the use of any malicious computer application or any other tool, including crawlers, robots and the like, in order to search, scan, copy or automatically retrieve or collect content from the service. The creation of any database or similar collection of information containing any contents of the service is prohibited. Without derogating from the foregoing, users are prohibited from using any applications or systems that are aimed to harvest e-mail addresses from the service or to collect any other information with respect to any other person. Hacking this service constitutes a criminal offense. The foregoing prohibition does not relate to search engines which are directly linked to the service.
8. In any case of a concern or suspicion that any person or an entity is misusing your personal information or impersonating another person, you must immediately inform AppParties.
9. AppParties may prevent user’s use of the service at its sole discretion. AppParties may also terminate user’s use of the service in any case where the user misused the services of the

AppParties, acted in a manner that caused damage or might cause damage or injury to the service, to the user or to other users, acted unlawfully or did not follow the provisions of AppParties' terms of use and privacy policy.

10. AppParties does not warrant that the use of the service will be totally secured, accurate, complete, uninterrupted, fault-free or free from viruses, worms, other malware or other limitations to its functioning.
11. The user undertakes to inform AppParties of any offensive, misleading, or inappropriate advertising he may encounter while using the services.
12. Please refrain using the service if you do not meet the following criteria:
 - a. You are under 13 years old (or the minimum legal age in your country to use our services).
 - b. you are violating the terms of use.
 - c. You are restricted under law local to receive our services.

Permissions

13. The authorizations provided by the user in order to use the app:
 - a. Authorizing for using any content used/created by the user creates. Note that some of the submissions and uploads may be protected by local and international IP Law.
 - b. All artwork uploaded by the user are owned by the user as intellectual property.
 - c. When the user shares, posts, or uploads content that is covered by intellectual property rights on or in connection with, the user grants to AppParties non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of the user's content.
 - d. Authorizing to use user's name, profile picture, current location, and information about user's actions with ads and sponsored content: The user gives to AppParties permission to use his name and profile picture and information about actions he has taken on AppParties next to or in connection with ads, offers, and other sponsored content that AppParties displays, without any compensation to the user.
 - e. Permission to update software the user uses or downloads: If the user downloads or uses AppParties software, he gives a permission to download and install updates to the software where available.

Change and Update of Terms of Use and Privacy policy

14. Changes to the terms of use and privacy policy might be done periodically. An updated and applicable version of 'Terms of use' and 'Privacy policy' will be available on the Website.
15. The user is responsible to periodically check the changes to terms of use and privacy policy.
16. User shall have no claim or demand against AppParties regarding the implementation of such changes, errors or faults deriving from such changes.

17. AppParties shall make its utmost effort to have the service available at all times. However, due to unexpected errors and faults, we cannot commit to continuous availability without any fault. AppParties shall endeavor to restore the operation of the service as soon as possible. AppParties shall not be liable for any direct or indirect damage caused by malfunction of the service and the user shall not gain any compensation deriving hereto.

Intellectual Property

18. AppParties owns all intellectual property rights, as well as for the content appearing on its website and services, including Website design, the layout and presentation of the information, images, graphic files, music, video clips, audio clip applications, computer code, text, or any other material belonging to this Website or to a third party allowed this Website to be used.
19. The use of this Website does not grant the user any ownership to the intellectual property of this Website. Any infringement of intellectual property, as specified above, shall be grounds for shutting down the user account without notice. The user shall bear all the expenses incurred in the management of this Website and any third party without derogating from any other right.
20. It is forbidden to partially copy or fully, publicly display, distribute, publicly perform, transmit to the public, modify, adapt, or make derivative works from, sell or lease any of the content above, by any means, without the written prior consent from AppParties. The user is prohibited to use the above content and trademarks appearing on the Website or logo of this Website without the express prior written authorization from AppParties.
21. Prejudicial copyright and/or intellectual property, as specified above, shall be grounds for closing the user's account without prior notice, and the user will bear all the expenses incurred in the management of this Website and/or any third party without derogating from any other relief that comes to the Website. This is according to the agreement and in accordance with the law.

Advertisement

22. By signing up or by using the services, you agree to include your contact information in the database of AppParties. You also authorize us to send you periodical updates regarding the services and other promotional content via e-mail or any other means.
23. By using the service, you hereby consent to delivery of publications, including marketing content, including via direct mail. Marketing content may be sent in a variety of ways, including via e-mail, mobile phone text messages (SMS), fax, direct mail, automated telephone dialing etc.
24. AppParties shall not be liable for any updates received within this time and you will be restricted from raising any argument/demand or lawsuit against AppParties or any other third party related to any marketing content delivery in the said time.

Breach of Terms of Use

25. The user undertakes to indemnify AppParties for any damage, loss of profits or expenses incurred due to the breach of these terms of use and privacy policy including legal costs. The indemnification shall not derogate from any remedy that the management of this service, its owners or their representatives.
26. The user shall compensate and indemnify AppParties for any claim, action, demand, loss, loss of profit, charge, expense, costs and liabilities, including interest payments and attorneys and court costs in cases whereby the user shall violate the provisions of law any and / or as a result of breach of the terms of use and privacy policy.
27. By using the service, the user hereby undertakes to be bound to indemnify AppParties whether it is a party in litigation or not.
28. Without limiting the foregoing, user shall pay the amount of the damage arising from responsibility, as stated above, immediately upon first demand of the management of this service. Demand for payment shall serve as definitive proof for the user's obligation to indemnify AppParties.
29. The user shall be precluded from raising any contention and /or demand against AppParties regarding the liability of the user for any damage.

Choice of Law

30. The laws applicable to these terms of use and privacy policy are the **laws of the State of Israel**. The exclusive jurisdiction over any disputes arising in these terms of use or use of the service would be the competent **courts in Tel Aviv**.
31. You are welcome to contact us for any queries about the service and the terms of use and privacy policy. You are welcome to contact us by email **copyright@appparties.com** we would do our utmost effort to reply promptly.

Privacy Policy & Cookies Policy

AppParties respects the privacy of its users. Its policy regarding data collection, data use and data protection are detailed hereby. Using the website or AppParties services is an indication that the user has read, understood and fully accepted all provisions and terms of AppParties Privacy Policy. If you do not agree to the terms in the policy, please refrain from doing any use of its services.

Why we collect data?

Collection of data is meant to improve the user's experience while using AppParties and keep him updated with services and special offers.

What kind of information do we collect?

a. Information you give us of give us permission to receive.

During use of the service, the user will be requested to provide certain information. This might include your name, gender, email address, phone number, date of birth etc. You can choose to share with us your photo and your location data. You can also link your Google account to AppParties. We receive information from this service only according to your privacy settings in these services and advise you to go through them.

b. Technical information we collect.

While using the website or any other internet service connected to it, some information is automatically created and collected. This includes log data which is recorded on our servers. Log data might include Internet Protocol (IP) addresses used, information automatically sent from your browser, your activities in our website or application or in websites incorporating AppParties features, searches, crash data, your device, browser type and settings (including type of operating system, cookies data and date and time of your activities).

In addition, we use cookies, small pieces of information (or files) sent by a website or an application to your hard disk, and other technologies to capture log data. Cookies and other technologies to capture log data enable us to better suit your needs and preferences. For example, cookies are used to store your language and currency preferences for your next visits in our sites.

Some of the cookies will expire when you close your browser while some will be stored on the hard drive of your computer. The information in Cookies is encrypted and necessary steps and precaution are taken by AppParties to ensure that only AppParties will be able to read and understand the information stored in them. If you don't want to receive Cookies you can avoid this by modifying the settings in your browser. However, disabling cookies may cause our customers not to be able to enjoy the services and its features. In addition, you can delete the cookies at any time.

How we use the information we collect?

Your information is collected and used in order to provide better service to you and to present personalized, relevant and interesting content. You can choose to share your location with us you could see which event or parties are around you. We might use your location to send you localized marketing materials based on your personal interests. Cookies might be used to identify you when you log on from different browsers or present you adds which might be of more interest to you based on your offsite behavior. The information collect may be used in the following ways: send promotional materials or other communications, subject to prior acceptance, providing and offering services and promotions, create and manage your online account, processing payment forms, providing online customer care, market research and improving our business (product development and improvement, adding services and promotions, internal auditing, etc.).

Part of the information collected during your use of our services contains statistical details which do not identify the you individually or saved along with any identifiable details. We may share statistic details with third-party data analysis providers in order to assess and improve the service and learn about the use of the customer of the service.

Data retention and deletion

We will keep your data only as long as necessary to the purposes in was collected. More specifically we will keep your personal data as long as your account is active. Personal data will be deleted with the deletion of your account. Alternatively, we will retain your data as required by any relevant law or regulation.

Data protection

We are committed to protecting your privacy and use advanced security measures to keep your data secure. Nevertheless, and despite these efforts, we cannot warrant that the data will not be exposed to third parties in the event of hacking the service or any other unauthorized access in the user's data. You acknowledge that the AppParties will bear no liability whatsoever and waives any claim against it in any such event.

Sharing information

We may use third parties which will provide statistical analysis about the site usage. We may collect and analyze data which is statistical by nature and is intended for analysis, research and monitoring the activity of the user, as well as other sites. In addition, we reserve the right to transfer your information in the event of a sale or transfer of its business or assets. If sale or transfer will be made, we will inform all our customers.

We may disclose personal data without user's permission in case we and the user become opposing parties in legal proceedings or when AppParties will be required to do so by law or legal process or to enforce law enforcement or other government officials, when exposure is necessary or required to prevent physical harm or financial loss or in connection with the investigation of suspicious or fraudulent in fact or illegal activity. Generally, personal information might be reveled when we believe it is legally required.

Consent and right to erasure

In cases where your consent is required by law, AppParties will operate under its consent regarding any distribution of marketing communications or advertisements. AppParties enables you to unsubscribe from mailing lists at any time. Moreover, we recognize your right to have your stored personal data erased. We will comply with such request for erasure as long as we have no legal obligation or right to keep the data.

Updates and further information

This privacy policy may be updated periodically and without prior notice. AppParties may post a message on the website to update the customers about material changes in its privacy policy.

All terms and provisions as details above are in addition to the provisions and conditions of set forth in the Terms of Service as advertised on our website.

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