

ReviewForDev Terms of Service (TOS)

ACCEPTANCE OF TERMS

Welcome to ReviewForDev. ReviewForDev services (defined below) are brought to you subject to the following Terms of Service ("TOS"), which may be updated from time to time without notice to you. You can review the most current version of the TOS and Privacy Policy at any time at: <http://www.reviewfordev.com/TOS.php>. By accessing and using the ReviewForDev Services, you accept and agree to be bound by the terms and provision of the TOS.

1. DESCRIPTION OF REVIEWFORDEV SERVICES

ReviewForDev provides users with 3 different types of services:

- 1) Users can purchase reviews for any iOS app, by creating a “developer” profile. In this case, we call these users “developers”. These reviews are expected to be fair, honest whether they are positive or negative, and detailed enough so that it can help developers improve their apps. These reviews can be accessed publicly on <http://www.reviewfordev.com> (called hereafter “ReviewForDev’s website”) and if the developers requested it, the synthesis of the reviews will also be posted on Apple App Store © (United States).
- 2) Users can be paid in order to review iOS apps, proposed by developers. In this case, we call these users “reviewers”.
- 3) Developers can buy additional promo codes (at least 20 promo codes) for iOS United States App Store. (Promo codes are 10 digit codes that can be used on the App Store from Apple © in order to redeem an app for free.)

For the services 1) and 2), here are the steps chronologically:

- a) User creates a profile in which he indicates they want to get “developer” or “reviewer” rights.
- b) ReviewForDev manually checks this profile and validate it, refuse it, or request modifications.
- c) Once the profile is validated, then if the user has “developer” rights, he/she can submit an app for review.
- d) ReviewForDev manually checks this app and validate it, refuse it or request modifications. In the form to submit an app, the developer indicated a requested number of reviews. ReviewForDev reserves the right not to validate a reviewer without any explanation.
- e) Once the app is validated, users with “reviewers” can subscribe to it.
- f) ReviewForDev manually validates each reviewer’s subscription in order to find the best candidates for the app reviews. ReviewForDev reserves the right not to validate a reviewer without any explanation.
- g) If the number of reviewers who subscribe for this app reaches the number of reviews requested by the developer, then developer can confirm his/her request by purchasing it via Paypal.

- h) Once the purchase is confirmed by ReviewForDev, all the reviewers that were validated for this app can start their review.
- i) Reviewers have 10 days to submit on ReviewForDev.com a review conform to the review guidelines, and also to post their general conclusion about the review on the Apple App Store © if this was requested by the developer of the app.
ReviewForDev's target is to supply all reviews (on ReviewForDev's website or on the Apple App Store © if developers chose also this option) to the developer who ordered them, within 14 calendar days
ReviewForDev's target is to send payment to each reviewer within 3 calendar days once it has been validated.

For the service 3) here are the steps.

- a) The Developer fills all the info of the section "buy new promo codes", indicating in particular the number of promo codes he requires, the country of the Apple App Store © he needs them for, and the current cost of the app on the Apple App Store ©.
- b) He/She then purchases his/her order via Paypal.
- c) ReviewForDev processes the order, and sends the promo codes to the developers. Target duration for this process is 72 hours.

2. SERVICE QUALITY TARGETS AND COMPENSATIONS

We want to provide to developers and reviewers a very good service, and customer's satisfaction is a priority for us.

In paragraph 2 of this TOS regarding the steps of services 1) and 2) about reviews, for the step i). :

If ReviewForDev fails to deliver the reviews to the developer within 14 days once payment was done, then the developer can send an e-mail to [contact\[at\]reviewfordev.com](mailto:contact[at]reviewfordev.com) in order to ask one of the 2 below options:

- (1) Give acceptance to wait until all reviews are completed and ask for a deadline,
- (2) Ask ReviewForDev to publish all the reviews validated at that time, and be compensated for those not published. Here's the formula for compensation R that will be returned to the developer:
if N1 is the number of reviews validated by ReviewForDev,
if N2 is the number of reviews not validated by ReviewForDev,
if C is the total amount paid by the developer to ReviewForDev,
$$R = (N1 / [N1+N2]) \times C$$

This compensation R will be paid within 48 hours by ReviewForDev to the developer, using the Paypal account indicated in the developer's profile.

In paragraph 2 of this TOS regarding the steps of services 3) about promocodes, for the step c) :

If ReviewForDev fails to deliver the promo codes expected by the developer within 72 hours once payment is received by ReviewForDev, then the developer can send an e-mail to [contact\[at\]reviewfordev.com](mailto:contact[at]reviewfordev.com) in order to ask one of the 2 below options:

- (1) Ask for a deadline,
- (2) Request to be refund. In this second case, ReviewForDev will refund the developer for the total amount received.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the ReviewForDev Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the ReviewForDev Services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the ReviewForDev Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or ReviewForDev has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ReviewForDev has the right to suspend or terminate your account and refuse any and all current or future use of the ReviewForDev Services (or any portion thereof).

4. REVIEWFORDEV PRIVACY POLICY

Registration Data and certain other information about you are subject to our applicable privacy policy. For more information, see the full ReviewForDev Privacy Policy at <http://www.reviewfordev.com/TOS.php> or if you came from. You understand that through your use of the ReviewForDev Services you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by ReviewForDev and its affiliates.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the ReviewForDev Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify ReviewForDev of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session (click the "log out"

link). ReviewForDev cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You understand that all information, data, text, icons, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not ReviewForDev, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the ReviewForDev Services. ReviewForDev applies a manual control about the quality of the reviews posted to make sure they comply about the general guidelines of review. However ReviewForDev doesn't guarantee the accuracy, integrity or quality of such Content. Under no circumstances will ReviewForDev be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the ReviewForDev Services.

You agree to not use the ReviewForDev Services to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a ReviewForDev official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the ReviewForDev Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose (please read our complete [Spam Policy](#));
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the ReviewForDev Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the ReviewForDev Services or servers or networks connected to the ReviewForDev Services, or disobey any requirements, procedures, policies or regulations of networks connected to the ReviewForDev Services, including using any device, software or routine to bypass our robot exclusion headers;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- m. "stalk" or otherwise harass another; and/or
- n. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

You acknowledge that ReviewForDev may or may not pre-screen Content, but that ReviewForDev and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the ReviewForDev Services. Without limiting the foregoing, ReviewForDev and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by ReviewForDev or submitted to ReviewForDev.

You acknowledge, consent and agree that ReviewForDev may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of ReviewForDev, its users and the public.

You understand that the ReviewForDev Services and software embodied within the ReviewForDev Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by ReviewForDev and/or content providers who provide content to the ReviewForDev Services. You may not attempt to

override or circumvent any of the usage rules embedded into the ReviewForDev Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the ReviewForDev Services, in whole or in part, is strictly prohibited.

7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE AND EXPORT AND IMPORT COMPLIANCE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Use of the ReviewForDev Services and transfer, posting and uploading of software, technology, and other technical data via the ReviewForDev Services may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, you: (a) represent that you are not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will you transfer software, technology, and other technical data via the ReviewForDev Services to parties identified on such lists; (b) agree not to use the ReviewForDev Services for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (c) agree not to transfer, upload, or post via the ReviewForDev Services any software, technology or other technical data in violation of U.S. or other applicable export or import laws.

8. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE REVIEWFORDEV SERVICES

ReviewForDev does not claim ownership of Content you submit or make available for inclusion on the ReviewForDev Services. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the ReviewForDev Services, you grant ReviewForDev the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- a. With respect to Content you submit or make available for inclusion on publicly accessible areas of ReviewForDev Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the ReviewForDev Services solely for the purposes of providing and promoting the specific ReviewForDev Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the ReviewForDev Services and will terminate at the time you remove or ReviewForDev removes such Content from the ReviewForDev Services.
- b. With respect to photos and icons that you submit or make available for inclusion on publicly accessible areas of the ReviewForDev Service the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the ReviewForDev Services solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to

continue to include such Content on the ReviewForDev Services and will terminate at the time you remove or ReviewForDev removes such Content from the ReviewForDev Services.

- c. With respect to Content other than photos and icons you submit or make available for inclusion on publicly accessible areas of the ReviewForDev Services the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the ReviewForDev Services are those areas of the ReviewForDev network of properties that are intended by ReviewForDev to be available to the general public.

9. CONTRIBUTIONS TO REVIEWFORDEV

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to ReviewForDev, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) ReviewForDev is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) ReviewForDev shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) ReviewForDev may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of ReviewForDev without any obligation of ReviewForDev to you.

10. INDEMNITY

You agree to indemnify and hold ReviewForDev and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through the ReviewForDev Services, your use of the ReviewForDev Services, your connection to the ReviewForDev Services, your violation of the TOS, or your violation of any rights of another.

11. NO COMMERCIAL REUSE OF REVIEWFORDEV SERVICES

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the ReviewForDev Services (including Content, advertisements, Software and your ReviewForDev ID).

12. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that ReviewForDev may establish general practices and limits concerning use of the ReviewForDev Services, including without limitation the maximum number of days that reviews, postings or other

uploaded Content will be retained by the ReviewForDev Services, the maximum number of reviews or reviews requests that may be sent from or received by an account on the ReviewForDev Services, the maximum size of any email message that may be sent from or received by an account on the ReviewForDev Services, and the maximum number of times (and the maximum duration for which) you may access the ReviewForDev Services in a given period of time. You agree that ReviewForDev has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the ReviewForDev Services. You acknowledge that ReviewForDev reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that ReviewForDev reserves the right to modify these general practices and limits from time to time.

13. MODIFICATIONS TO REVIEWFORDEV SERVICES

ReviewForDev reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the ReviewForDev Services (or any part thereof) with or without notice. You agree that ReviewForDev shall not be liable to you or to any third party for any modification, suspension or discontinuance of the ReviewForDev Services (or any part thereof).

14. TERMINATION

You may terminate your ReviewForDev account, any associated email address and access to the ReviewForDev Services by submitting such termination request to ReviewForDev by e-mail at: [contact\[at\]reviewfordev.com](mailto:contact[at]reviewfordev.com)

You agree that ReviewForDev may, *without prior notice*, immediately terminate, limit your access to or suspend your ReviewForDev account and access to the ReviewForDev Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the ReviewForDev Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the ReviewForDev Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in ReviewForDev's sole discretion and that ReviewForDev shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the ReviewForDev Services.

Termination of your ReviewForDev account includes any or all of the following: (a) removal of access to all or part of the offerings within the ReviewForDev Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the ReviewForDev Services.

15. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the ReviewForDev Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that ReviewForDev shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the ReviewForDev Services.

16. LINKS

The ReviewForDev Services may provide, or third parties may provide, links to other World Wide Web sites or resources. You acknowledge and agree that ReviewForDev is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that ReviewForDev shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

17. REVIEWFORDEV'S PROPRIETARY RIGHTS

You acknowledge and agree that the ReviewForDev Services and any necessary software used in connection with the ReviewForDev Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in advertisements or information presented to you through the ReviewForDev Services or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by ReviewForDev or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the ReviewForDev Services, such Content or the Software, in whole or in part.

ReviewForDev grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the ReviewForDev Services. You agree not to access the ReviewForDev Services by any means other than through the interface that

is provided by ReviewForDev for use in accessing the ReviewForDev Services.

18. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE REVIEWFORDEV SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. THE REVIEWFORDEV SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. REVIEWFORDEV AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. REVIEWFORDEV AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE REVIEWFORDEV SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE REVIEWFORDEV SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE REVIEWFORDEV SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE REVIEWFORDEV SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE REVIEWFORDEV SERVICES OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM REVIEWFORDEV OR THROUGH OR FROM THE REVIEWFORDEV SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN

OR WHILE USING THE REVIEWFORDEV SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE REVIEWFORDEV SERVICE. IMMEDIATELY DISCONTINUE USE OF THE REVIEWFORDEV SERVICES AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE REVIEWFORDEV SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

19. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT REVIEWFORDEV AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF REVIEWFORDEV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE REVIEWFORDEV SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE REVIEWFORDEV SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE REVIEWFORDEV SERVICE.

20. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU.

21. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

22. NOTICE

ReviewForDev may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, postings on the ReviewForDev Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the ReviewForDev Services in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the ReviewForDev Services in an authorized manner.

23. TRADEMARK INFORMATION

You agree that all of ReviewForDev's trademarks, trade names, service marks and other ReviewForDev logos and brand features, and product and service names are trademarks and the property of ReviewForDev Inc. (the "ReviewForDev Marks"). Without ReviewForDev's prior permission, you agree not to display or use in any manner the ReviewForDev Marks.

24. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

ReviewForDev respects the intellectual property of others, and we ask our users to do the same. ReviewForDev may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide ReviewForDev's Copyright Agent the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;
- d. 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 or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

ReviewForDev's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

By email: [contact\[at\]reviewfordev.com](mailto:contact@reviewfordev.com)

25. GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and ReviewForDev and governs your use of the ReviewForDev Services, superseding any prior version of this TOS between you and ReviewForDev with respect to the ReviewForDev Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other ReviewForDev services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. You and ReviewForDev each agree that the TOS and the relationship between the parties shall be governed by the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOS, or the relationship between you and ReviewForDev, shall be brought exclusively in the courts located in the county of Santa Clara, California or the U.S. District Court for the Northern District of California. You and ReviewForDev agree to submit to the personal jurisdiction of the courts located within the county of Santa Clara, California or the Northern District of California, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

Waiver and Severability of Terms. The failure of ReviewForDev to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your ReviewForDev account is non-transferable and any rights to your ReviewForDev ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the ReviewForDev Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

26. VIOLATIONS

Please report any violations of the TOS by sending an e-mail to [contact\[at\]reviewfordev.com](mailto:contact[at]reviewfordev.com).

Last updated May 23rd, 2012