

Website Terms of Use

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING AND USING THE SITE IN ANY WAY, INCLUDING BROWSING THE SITE, USING ANY INFORMATION, CONTENT, OR SERVICES, DOWNLOADING ANY SOFTWARE OR FILES, OR PLACING ORDERS FOR PRODUCTS, YOU ARE ENTERING INTO A LEGAL AGREEMENT WITH MOBIPRO AND HEREBY AGREE TO ABIDE BY THESE TERMS.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF USE, PLEASE DO NOT USE THE SITE IN ANY WAY. THE TERMS OF USE ARE A BINDING AGREEMENT BETWEEN MOBIPRO AND YOU. IF YOU USE THE SITE ON BEHALF OF AN EMPLOYER, YOU ARE AUTHORIZED TO ACCEPT THESE TERMS OF USE ON BEHALF OF YOUR EMPLOYER.

"MOBIPRO Website" or "Website" relates to any website that is the property of MOBIPRO Affiliates ("MOBIPRO" or "we"), including but not limited to everything hosted under the domains listed at <https://www.MOBIPRO.com> / <https://www.TaskTimer.com>

Companies controlled by, or under common control with MOBIPRO "Site" means collectively our website and our products or services.

Via the Website, MOBIPRO makes several resources available to you, including information, software, products, downloads, documents, communications, files, text, graphics, publications, content, tools, and services such as technical support.

MOBIPRO reserves the right, at its sole discretion, to change, add, or remove any part of these Terms of Use at any time without prior notice to you. We may, at our discretion, choose to notify you of such changes. However, it is up to you to check these Terms of Use for changes. Continuing to use the Site after the changes to the Terms of Use have been posted will constitute your acceptance of those changes.

Visitor Conduct

In using the Website, including all software, services, and resources available through it, you agree that:

a) You will not use the Website in any way that could damage, disable, overburden, or impair any MOBIPRO server, or the network(s) connected to any MOBIPRO server (including linked sites), or interfere with any other visitors' use and enjoyment of the Website.

b) You will not upload, email, or otherwise transmit via the Website any potentially destructive, disruptive, or otherwise harmful programs, files, or code, including viruses, Trojan horses, worms, cancelbots, time bombs, or any other form or designation of files or programs that may damage, impair, or alter the operation of a computer or network that is the property of MOBIPRO or any third party.

c) You will not attempt to disrupt or interfere with the security, integrity, or availability of, or otherwise cause harm to, the Website and/or its content and its content delivery, any resources provided for Website visitors, user or administrator accounts, passwords, servers, or any networks connected to the Website or accessible through it. The same applies to any linked websites.

d) You will not attempt to gain unauthorized access to services, materials, visitor information, visitors' accounts, computer systems, or networks connected to any MOBIPRO server or to the Website, through hacking, password mining, or any other means. You will not obtain or attempt to obtain any materials or information through any means not intentionally made available via the Website.

e) You will not use false identity information when registering for subscriptions, downloads, or product licenses.

f) You will not remotely harvest or otherwise collect information about others, including email addresses, nor will you use email addresses published on the Website for the purpose of sending any type of unsolicited email communication with disguised or falsified origins.

g) If you choose to post a comment, your username, city, and any other information that you choose to post will be visible to the public. MOBIPRO

is neither responsible nor liable for the privacy of any information that you choose to post to its websites, including in its blogs, or for the accuracy of any information contained in those postings. Any information that you disclose publicly becomes public information. MOBIPRO cannot prevent such information from being used in a manner that may violate these terms, the law, or your personal privacy. This personal data will be stored and processed until the deletion, in each instance, of posted information.

International Access

The Website can be accessed from most countries around the world. Website content may contain references to MOBIPRO products, services, documents, promotions, or other resources that are not available in your country. These references do not imply that MOBIPRO intends to make such resources available in your country.

The Website is hosted and offered from two different regions: EU, US whereas the content is served from the region nearest to you. MOBIPRO makes no claim or representation that the Website or any resources available through it are appropriate to or made available for locations outside the European Union. If the Website or any of the resources it makes available are illegal in your locality, **DO NOT USE THE WEBSITE**. In the event of a conflict between these Terms of Use and a mandatory provision of an applicable law, the mandatory provision shall prevail.

Use of Website Content

Unless specifically indicated elsewhere on the Website, you may view, download, and print Website content subject to the following conditions:

- a) The rights granted to you for the use of Website content constitute a license and not a transfer of title.
- b) You may use Website content only for non-commercial purposes or to purchase our products, and in accordance with our principles.
- c) You may not remove any copyright or other proprietary notices displayed or contained in Website content.
- d) You may not modify or alter Website content in any way.
- e) You may not distribute, sell, lease, rent, or relicense Website content to others.

f) MOBIPRO reserves the exclusive right to revoke authorization to view, download, print, or otherwise use Website content at any time, and you shall discontinue such use immediately upon notice from MOBIPRO.

Uploading Content

As part of the Website's functionality and within MOBIPRO products or services, MOBIPRO may provide you with the option to upload data to the Website for further use by MOBIPRO, including in the provision of support to you for MOBIPRO products and services.

Without MOBIPRO' written permission, you may not:

- a) Upload other data than as requested or required by MOBIPRO.
- b) Upload data containing computer viruses, worms, malware, data restricted by legislation, or data otherwise containing anything of a malicious nature.
- c) Upload any files which could cause harm to MOBIPRO or the Website, customers, facilities, or any equipment that MOBIPRO uses.
- d) Post comments, post in forums, participate in community discussions, or use the Website other than in accordance with our Acceptance of use policy

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If no subscription agreement accompanies the software, and no other license governs the use of the software, then use of the software will be governed by these Terms of Use. You agree that you will not decompile, reverse-engineer, or otherwise attempt to discover the source code of the software available on the Website, unless a license or applicable law specifically authorizes you to do so.

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Use of Trademarks

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You may use MOBIPRO Marks and logo images ("Logos") under the following conditions:

- a) You may not alter the Logos in any way except for pixel dimensions, which must always be in the same proportions as the original image provided via the Website. All the Marks in reduced-size Logos must remain clearly identifiable and legible.
- b) You may not create links on any other site connecting directly to the Logo image files on the Site.

c) You may not use the Logos in any manner that represents or implies any affiliation with or endorsement by MOBIPRO when no such affiliation or endorsement has been formally established in writing with JetBrains.

MOBIPRO reserves the right to determine what constitutes improper or inappropriate use of MOBIPRO Marks and Logos, and you agree to correct improper or inappropriate use of MOBIPRO Marks and Logos, or to cease use of the same, upon notification from MOBIPRO.

Limitation of Liability, Disclaimer

a) THE SITE AND ASSOCIATED FUNCTIONALITIES ARE PROVIDED TO FACILITATE INFORMATION ABOUT OUR PRODUCTS AND SERVICES AND "AS AVAILABLE" THE USE OF MOBIPRO SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOBIPRO AS WELL AS ITS DISTRIBUTORS AND RESELLERS, DISCLAIM ALL WARRANTIES AND CONDITIONS.

b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MOBIPRO OR ITS DISTRIBUTORS AND RESELLERS BE LIABLE TO YOU OR ANYONE ELSE FOR: ANY LOSS OR DAMAGES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF YOUR ACCESS TO THE MOBIPRO SITE IN ACCORDANCE WITH THESE TERMS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE, BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE MOBIPRO SITE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

c) OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THESE TERMS IS LIMITED TO FIVE (5) US DOLLARS. THIS LIMITATION WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF LIABILITY EXCEEDING SUCH AMOUNT AND

NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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Our service includes downloadable software for you to trial or use the software as part of the service we provide.

The product licenses we sell to you are:

1. worldwide, or valid all over the world.
2. None-exclusive, we can provide licenses of the software to other customers.
3. Your name is on the license, so it doesn't extend to anyone else.
4. non-assignable, you're not allowed to assign the license to anyone else.
5. You may not copy, distribute, modify, lease, or sell any part of MOBIPRO services or software.

In case of problems or disagreements

Warranty disclaimer

We built our reputation on providing useful, reliable services, and we're always improving our services to meet your needs. However, for legal purposes, we offer our service without warranties unless explicitly stated in a contract.

The law requires that we explain this using capital letters to help make sure you see it, as follows:

TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE PROVIDE OUR PRODUCTS AND SERVICES "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. MOBIPRO PROVIDES YOU WITH A FREE TRIAL OF OUR PRODUCTS FOR YOU TO ASSESS THE CONTENT AND FEATURE'S ABILITY TO MEET YOUR NEEDS. ONCE A LICENSE HAS BEEN DELIVERED THE LICENSE CAN NOT BE RETURNED AND THE PURCHASE WILL BE CONSIDERED CLOSE, MOBIPRO DOES NOT DO REFUNDS

Liabilities

For all users

Both the law and these terms try to strike a balance as to what you or MOBIPRO can claim from the other in case of problems. The law allows us to limit certain liabilities under these terms.

These terms only limit our responsibilities as allowed by applicable law. These terms don't limit liability for gross negligence or willful misconduct.

The extent allowed by applicable law:

For business users and organizations only

- To the extent allowed by applicable law, you'll indemnify MOBIPRO for any third-party legal proceedings arising out of or relating to your unlawful use of MOBIPRO / Task Timer website or a violation of these terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.
- **Acting in case of problems**

Before acting as described below, we'll provide you with advance notice, when possible, describe the reason for our action, and give you an opportunity to fix the problem, unless doing so would:

- cause harm to a user, third party, or MOBIPRO.
- violate the law or a legal enforcement authority's order.
- or if your conduct causes harm to MOBIPRO, for example, by hacking, phishing, harassing, spamming, or scraping content that doesn't belong to you.

Of course, you have the freedom to stop using our services.

Subscription Cloud-Based licensing vs. permanent licensing.

Subscription licensing for Cloud-base Model

After the annual subscription is paid, you will have usage rights to all releases while your subscription is active.

You can purchase training and consultation.

You can purchase and request by email a back-up to be done daily, weekly, monthly, or yearly.

When your subscription becomes inactive, you have 2 options for obtaining the existing data:

1) Database Back-up

When you purchase a back-up at the end of active service

The cost for a back-up will be calculated depending on the size of the database and on whether a back-up has been performed and how often.

2) You can purchase a permanent license that will allow you to continue using the product after you decide to discontinue the subscription once the year is finished. The permanent license you buy will enable you to purchase upgrades to new versions and to access the back-up information.

3) All services will be done after payment is received.

4) If you need more information contact us to:

info@mobipro.com