

General Terms of Service

Area of Application

These General Terms of Service of App Radar Software GmbH (hereinafter referred to as “App Radar”) apply for all and any transactions between us (App Radar) and (hereinafter also referred to as “contract partner”). App Radar only enter into contracts based on these Terms of Service. Contract partners’ Terms of Service (Terms of Use / Terms and Conditions) are expressly not part of the contract, even in case App Radar has not expressly objected to them.

By visiting this site and / or purchasing goods and/ or services from / entering into any kind of contract with App Radar, the contract partner agrees to be bound these Terms of Service, including any additional Terms of Service and policies referenced herein. These Terms of Service apply to all contract partners and users of the site, including without limitation users who are browsers, vendors, customers, merchants as well as consumers, and/ or contributors of content.

They also apply for future transactions and additional agreements, even if not expressly incorporated into future agreements. In each case the version of the Terms of Service involved in the transaction at the time of the conclusion of the contract is authoritative.

The contract partner can review the most current version of the Terms of Service at any time on this page. App Radar reserves the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is the contract partner’s responsibility to check this page periodically for changes. The contract partner’s continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Verbal deviations from these Terms of Service are not binding on App Radar.

Description of Service

App Radar provides its Service as defined below to the contract partner via its website located at appradar.com (the “Site”), subject to these Terms of Service.

The “Service” includes (a) the Site (b) the on-demand software (c) “Special Service Packages” and (d) any other goods / services provided to the contract partner through the Site / online or otherwise based on the Services purchased, including all software, data, text, images, sounds, videos, and other content made available through the Site or deployed through an API.

Any new features or tools that are added to the current Service shall also be subject to the Terms of Service.

The Service may also include basic or expanded support based on the product purchased. App Radar does its very best to make the Service available except for: (a) planned downtime (of which the contract partner will be notified in advance) (b) any unavailability caused by circumstances beyond our reasonable control, such as, but not limited to, war, acts of government, acts of terror or civil unrest, or technical failures beyond our control (force majeure).

App Radar provides the Service only. The contract partner is responsible for providing whatever resources are needed to access and use the Service. The necessary preparations, as well as the provision of services required for that, are made at the cost and risk of the contract partner.

Information about our Service not published by us is not binding on App Radar.

Data Privacy and Security

In providing the contract partner with its Service App Radar shall maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of the contract partner's data and the personal data of the contract partner's end-users. These safeguards include encryption of the contract partner's data in transmission (using SSL or similar technologies), except for certain external third-party integrations that do not support encryption, which the contract partner may link to the Service at the contract partner's choice. App Radar offers its best efforts in providing safe communication; App Radar cannot guarantee complete safety due to the inherent nature of all electronic communication.

Please see our privacy policy to understand how App Radar collects and uses personal information.

Pricing, Payment, Due Dates and Billing

To the extent the Service or any portion thereof is made available for a fee, the contract partner will be required to select a payment plan and provide App Radar information regarding the contract partner's credit card or other payment instrument. App Radar reserves the right to enter into contracts only after an advance payment has been made.

Provided that nothing else is agreed in the contract in writing, the prices are given in Euro and do not include value-added tax, unless explicitly stated. Lump-sums are only applicable if App Radar confirms this in writing.

App Radar reserves the right to make appropriate price changes in case of excessive usage of the Service. Excessive usage, which is usage significantly in excess of average usage patterns including but not limited to patterns that adversely affect the speed, stability, availability or functionality of the Service for other users. App Radar will notify the contract partner of any excessive usage to provide the contract partner with an opportunity to an acceptable level to App Radar or provide an opportunity to upgrade the contract partner's plan.

App Radar reserves the right to increase or add new fees and charges for its existing Services the contract partner is using by giving the contract partner at least 30 days' prior notice.

The contract partner represents and warrants to App Radar that payment information is true and that the contract partner he is authorized to use the payment instrument. The contract partner will promptly update the contract partner's his account information with any changes (for example, a change in the contract partner's billing address or credit card expiration date) that may occur.

The contract partner agrees to pay App Radar the amount that is specified in the payment plan in accordance with the terms of such plan and these Terms of Service. The contract partner hereby authorizes App Radar to bill the contract partner's payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until the contract partner terminates the contract partner's account, and the contract partner further agrees to pay any charges so incurred.

If the contract partner chooses to upgrade the contract partner's plan during the contract partner's elected subscription period, any incremental cost will be prorated over the remaining term of the subscription period and charged to the contract partner's account. Subsequently, the contract partner will be charged the adjusted rate on the contract partner's next billing cycle.

App Radar may offer alternative fee structures, discounts, coupons or incentives, at our sole discretion and for any reason, and is under no obligation to offer such alternatives to all users.

Payments are, unless otherwise agreed in writing, due on the date the invoice is received without any deduction in the agreed currency. A payment is regarded as performed on the day on which App Radar can dispose of them.

App Radar is entitled to send the contract partner invoices in electronic form and the contract partner expressly agrees with this form of delivery. This mode of invoicing will be agreed on severally with consumers. App Radar is furthermore entitled to transmit electronic data such as project reports, general terms and conditions etc. to the contract

partner in electronic form and the contract partner expressly agrees to this type of transmission.

Late Payment

If the contract partner defaults on an agreed payment or other service from this or other transactions, App Radar can, without affecting its other rights (a) postpone the fulfilment of its own obligation until completion of this payment or other service and claim an appropriate extension to the performance deadline, (b) make payable all open claims from this or other transactions and credit interest for delay amounting to 9,2 % p.a. for businesses above the basic rate of interest (4% p.a. for consumers) for these amounts from the particular due date, provided that the contract partner does not generate costs going beyond this.

Warranties and Guarantees

Pending a special service agreement App Radar does not guarantee any support, guaranteed uptime or warranties for its services. App Radar conducts maintenance and assistance generally only from Monday to Friday between 9 am and 5 pm, while the services are (partially) available 24/7.

Liability and Damages

In no event shall App Radar be liable to the contract partner for any incidental, special, consequential or indirect damages of any kind (including without limitation damages for interruption of business, lost profits, lost data or the like). This also applies mutatis mutandis for damages which originate from third parties called in by App Radar. In respect of the services giving rise to the claim. App Radar shall have no liability whatsoever to the contract partner or any party claiming by or through the contract partner for the accuracy, timeliness or continued availability of the service.

Claims for compensation for damages by the contract partner can only be made judicially within six months from knowledge of the damages and the tortfeasor, but at the latest within three years after the event establishing the claim. Otherwise the claim is forfeited.

Provided that App Radar performs the service with the assistance of third parties and guarantee and/or liability claims arise in this connection against these third parties, App Radar assigns these claims to the contract partner. The contract partner shall in this case seek compensation from said third parties.

Contract, Contract Period and Contract Termination for App Radar Software as a Service Products

The contract between the customer and App Radar is started by the customer or by App Radar in delivering contract relevant items. App Radar has the right to deny the work with a specific customer without making the reasons public.

App Radar offers two different possibilities when it comes to the contract period.

The contract is based on a monthly subscription. If the contract is not terminated by the customer, it is automatically renewed for one additional month. If the customer wants to terminate the contract he can do that within his Account Settings. The contract will finally be terminated at the end of the current month in which the account gets deactivated.

The contract is based on a yearly subscription. If the contract is not terminated by the customer, it is automatically renewed for one additional year. If the customer wants to terminate the contract he can do that within his Account Settings. The contract can be terminated anytime. If it isn't terminated, the contract will automatically be renewed for one additional year.

Money-Back Guarantee & Refund Policy

App Radar does not provide refunds or credits for any partial months of use of the Service.

Intellectual Property Rights and Copyright

The copyrights to those works created by App Radar and its employees and commissioned third parties (in particular: offers, cost estimates, reports, analyses, experts' reports, organization-plans, programs, performance descriptions, drafts, calculations, drawings, data carriers, presentations, etc.) remain with App Radar. They may be used by the contract partner during and after the contract relationship exclusively for the purposes included in the contract.

The contract partner is in this respect not entitled to copy and/or distribute the work (or works) without express consent from App Radar in writing. App Radar is in no way liable vis-à-vis third parties when the work is copied/distributed without authorization, especially not for the correctness of the work.

App Radar can demand the return of all documents listed above and these are in any case to be returned to App Radar immediately and without being asked if the contract does not come into force.

Breach of these provisions by the contract partner entitles App Radar to immediately terminate the contractual relationship prematurely and to make other claims, in particular for omission and/or compensation for damages

Confidentiality

The contract partner is obligated to maintain confidentiality over the knowledge he receives from the commercial relationship vis-à-vis third parties.

App Radar is not bound to maintain confidentiality vis-à-vis necessary assistants, advisors, members of its company group and representatives as long as the obligation of confidentiality is imposed on them in full.

The obligation of confidentiality also extends without limit beyond the end of this contractual relationship.

App Radar is entitled to process personal data entrusted to it within the scope of the purpose of the contractual relationship. The contract partner guarantees App Radar that all necessary measures in this regard, in particular those in the sense of the law on data protection (GDPR), such as declarations of consent, have been taken. Please visit our Privacy Policy for more information.

Special Service Packages

App Radar offers Special Service Packages (SSPs) which may be purchased additionally to the on-demand-software. A stand-alone-purchase of SSPs is not possible. The provisions of these Terms of Service apply mutatis mutandis.

Depending on the SSP, services provided may contain, among others: Onboarding/Training, ASO Audit, Online Support and Managed ASO Services.

Online Support includes: troubleshooting, error handling and corrections, technical advice on errors. Errors and malfunctions shall be divided into the following classes:

- High Priority: Use of the Software is completely impossible or severely restricted. Time to fix: 48 hours
- Medium Priority: The use of the software is moderately restricted. Time to fix: 72 hours
- Low Priority: The use of the software is slightly restricted. Time to fix: 7 working days

- Managed ASO Services include: App store optimization updates of the contract partners agreed upon apps for the agree upon times.

Individual Contracts

App Radar may enter into individual contracts for goods and services. The provisions of an individual contract in writing shall take precedence over these General Terms and Services and the Special Terms of Service for Individual Contracts in case of conflict.

Matters not individually agreed upon in an individual contract are governed by the Terms of Service for Individual Contracts. Matters governed neither by the individual contract nor the Special Terms of Service for Individual Contracts continue to be governed by the provisions these General Terms and Services.

Representations and Warranties

The contract partner represents and warrant to App Radar that the contract partner have full power and authority to enter into this agreement. The contract partner own all the contract partner's Content or have obtained all permissions, releases, rights or licenses required to engage in the contract partner's activities (and allow App Radar to perform its obligations) in connection with the Services without obtaining any further releases or consents; the contract partner's Content and other activities in connection with the Service, and App Radar's exercise of all rights and license granted by the contract partner herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does the contract partner's Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and the contract partner are eighteen years of age or older.

The contract partner, with regard to copyright, guarantees that all text elements, graphics, photos, designs, copyrights or other artworks which are provided are the property of the contract partner or that the contract partner may lawfully use them.

Resources which are required and not commissioned shall be provided by the contract partner or commissioned separately. This includes among others access data to existing hosting, databases or web services; localised texts and descriptions as well as localised graphics or logos.

App Radar does not guarantee, represent or warrant that the contract partner's use of our service will be uninterrupted, timely, secure or error-free. App Radar does not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

The contract partner expressly agree that the contract partner's use of, or inability to use, the service is at the contract partner's sole risk. The service and all products and services delivered to the contract partner through the service are (except as expressly stated by us) provided 'as is' and 'as available' for the contract partner's use, without any representation, warranties or conditions of any kind.

Third Party Links

Certain content, products and services available via our Service may include materials from third parties.

Third party links on this site may direct The contract partner to third party websites that are not affiliated with us. App Radar is not responsible for examining or evaluating the content or accuracy and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

App Radar is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third party's policies and practices and make sure the contract partner understands them before the contract partner engages in any transaction. Complaints, claims, concerns, or questions regarding third party products should be directed to the third party.

Newsletters and References

App Radar uses double opt-in for newsletter sign-ups. It is possible to opt-out from our newsletter in every email the contract partner receives.

App Radar will contact the contract partner and ask for permission to use the contract partner's name and/or company name as a reference for marketing or promotional purposes.

Further Provisions

These Terms of Service and any separate agreements whereby App Radar provides the contract partner Services shall be governed by and construed exclusively in accordance with the material laws of the Republic of Austria under the exclusion of CISG and the laws of international private law. All and any litigation shall be held before the responsible court for 8010 Graz unless the contract partner is a consumer. App Radar is however also entitled to file any action with any court competent for the contract partner.

Changes to the contract and these Terms of Service are required to be in writing; this also applies to deviations from this requirement of writing. There are no oral subsidiary agreements.

If individual provisions of the contract or these Terms of Service should be ineffective, the effectiveness of the remaining provisions shall not be affected. The ineffective provision is to be replaced with a valid provision which comes as close as possible to the sense aimed for and the economic purpose.

The parties to the contract confirm that they provided all statements in the contract diligently and truthfully. The contract partner is obligated to inform App Radar immediately about changes in its contact address, insofar as the legal transaction which is the object of the contract is not completely fulfilled by both sides. If the contract partner omits to provide this information, statements are also considered received if App Radar sent them to the last known address.

App Radar reserves the right to refuse, cancel or suspend service, at our sole discretion.

These Terms of Service are only authoritative in the English language; translation into other languages constitute merely aids.

Contact

Questions about the Terms of Service can be addressed to:

App Radar Software GmbH
Lastenstraße 13a
8020 Graz
AUSTRIA
Email: hello@appradar.com