

iBleat iOS App

End User License Agreement

This iBleat iOS App End User License Agreement ("EULA") is entered into between you and iBleat. These terms and conditions (the "Terms") govern your use of the iBleat mobile application ("iBleat") and the iBleat website ("Site"). By accessing, downloading and using iBleat or using the Site, you are agreeing to these Terms and concluding a legally binding contract between you and iBleat. Do not use iBleat or access or use the Site if you are unwilling or unable to be bound by these Terms. These terms and conditions are effective immediately.

1. Parties

This EULA is between you and iBleat only. iBleat Holdings USA is a company incorporated in Delaware USA. "You" and "Your" refer to you as a user of the iBleat iOS App. A "user" is someone who accesses, browses, or in any way uses iBleat or the site. "We", "us", "our" and "iBleat" refers to the Company iBleat. "iBleat iOS App" refers to the App as made available for free download form the Apple iStore.

2. Third Party Beneficiary

iBleat and not Apple Inc. ("Apple") is solely responsible for the iOS iBleat App and content. Although Apple is not a party to the EULA, Apple and Apple subsidiaries have the right as a third part beneficiaries to enforce this EULA against you relating to your use of the iBleat iOS App.

3. Privacy

iBleat may collect and use information in respect of your use of the iBleat iOS App as outlined in our Privacy Policy.

4. "Bleat"

A "Bleat" refers to Content that you submit or transmit to, through or in connection with iBleat or the site.

5. Content and Bleats

"Content" means text, images, photos, audio, videos, location data, and all other forms of data or communication. "Your Bleat" means Content that you submit or transmit to, through, or in connection with iBleat or the site, such as ratings, reviews, compliments, invitations, check-ins, messages, and any information that you publicly display or post or are displayed in you account profile. You agree not to violate our Terms of Service by for example, ensuring Your Bleat does not include writing a fake or defamatory Bleat, or compensating someone, or being compensated to post Your Bleat or remove Your Bleat. You agree not to violate any third party's rights, including moral right, privacy right, or any other Law or regulation that is applicable or enforceable in the geographical area in which you have posted Your Bleat.

6. Terms of Service

After downloading iBleat you may choose to use the App anonymously without the option to Bleat. You will however be required to register to become an iBleat member and to have the option to Bleat and share Your Bleats . In doing so you will be required to accept the iBleat Terms of Service.

7. Limited License

iBleat grants you a limited, non-exclusive, non-transferable, revocable license to use the iBleat iOS App for your personal, non-commercial purposes. You may only use the iBleat iOS App on an iPhone, iPod Touch, iPad or other Apple device that you own or control and as permitted by the Apple App Store Terms of Service

8. Warranty

The iBleat iOS App is provided for free on an "as is" basis. iBleat offers no form of warranty and disclaims, to the fullest extent permitted by Law, any and all warranties. To the extent that any warranty exists under law that cannot be disclaimed then iBleat not Apple, shall be responsible for such warranty.

9. Maintenance and Support

As iBleat is made available free to download and use, as such iBleat does not provide maintenance and support. To the extent that any maintenance or support is required by applicable law, then iBleat and not Apple shall be obligated to provide such maintenance and support.

10. Product Claims

iBleat does not make any warranties in respect of the iBleat iOS App. To the extent you have any claim arising from or relating to your use of the iBleat iOS App then iBleat and not Apple is responsible for addressing any such claims, that may include but not be limited to (i) any product liability claim, (ii) any claim that the iBleat iOS App fails to conform to any applicable legal or regulatory requirement, and (iii) any claim arising under consumer protection or similar legislation. Nothing in this EULA shall be deemed to be an admission that the user has such a claim.

11. Third Party Intellectual Property Rights

iBleat shall not be obligated to indemnify or defend you in respect to any third party claim arising out of or relating to the iBleat iOS App. To the extent that iBleat is required to provide indemnification by applicable law, iBleat not Apple shall be responsible for the investigation, defense, settlement and discharge of any claim that the iBleat iOS App or your use of it infringes on any third party intellectual property rights.

12. USA Legal Compliance

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

13. Developer Name and Address

The iBleat iOS App has been developed by the iBleat. Please contact us at info@iBleat.com