

**Flamelink
Terms & Conditions,
Terms of Service
& Disclaimer**

Registered Business: Regal Digital B.V. t/a Flamelink
Herengracht 420, Amsterdam
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Netherlands
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Terms of Use

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO FLAMELINK SERVICE(S) (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE FLAMELINK SERVICE(S) IN ANY MANNER.

This document contains the rules and restrictions that govern your use of our website(s) and the Flamelink Software as a Service (the “Flamelink Service” or “Flamelink Services”). Please contact us at legal@flamelink.io for further questions or concerns regarding this agreement.

These Terms of Use (the “Terms”) are a binding contract between you and Flamelink. (“Flamelink,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Flamelink Service. If you use the Flamelink Service in any way, you agree to all of these Terms, and these Terms will remain in effect while you use the Flamelink Service. These Terms include the provisions in this document, as well as those in the Flamelink Privacy Policy.

"Software" refers to Flamelink's software licensing model in which access to the software is provided on a subscription basis. Flamelink's software is typically accessed through a web browser, with users logging into the system using a username and password. Instead of each user having to install the software on his/her computer.

The user agrees that Software is the sole property of Flamelink and includes valuable trade secrets of Flamelink. User agrees to treat Software as confidential and will not without the express written authorization of Flamelink: Demonstrate, copy, sell or market Software to any third party; or Publish or otherwise disclose information relating to performance or quality of the Software to any third party; or modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Software or any portion thereof.

Flamelink is provided "AS IS" without warranty of any kind. The entire risk arising out of the use or performance of Flamelink remains with the user. In no event shall Flamelink be liable for any damage whatsoever arising out of the use of or inability to use Flamelink, even if Flamelink has been advised of the possibility of such damages.

Publicity:

You agree that Flamelink may refer to your company as a Flamelink customer and use your company name and logo on our website and other marketing materials with the appropriate consent.

The User agrees to provide material, statistics, or information that is not deemed confidential to Flamelink for use in releases, customer testimonials, and as a reference in marketing and sales initiatives by Flamelink. Flamelink will not use your company name or logo as part of a case study

without prior written communication and discussion about how you are using Flamelink for your project.

This License Agreement shall be governed, construed and enforced in accordance with the laws of the Netherlands. Any notice required by this Agreement shall be given by email with return receipt requested to the nominated email address or such other address as may be given from time to time under the terms of this notice provision.

By registering for Flamelink, you agree to be bound by these Terms and Conditions, and Terms of Service. This Agreement constitutes the entire and only agreement between the parties for Flamelink and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

User shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement. Failure of Flamelink to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so reformed, so as not to affect the validity or enforceability of this Agreement.

Changes

The Terms may need to change along with the Flamelink Service. We reserve the right to change the Terms at any time and if we do, we will bring it to your attention by placing a notice on the Flamelink website, and/or by sending you an email and/or by some other means.

If you choose to reject the Terms before or after changes you will no longer be able to use the Flamelink Service. If you use the Flamelink Service in any way after a change to the Terms is effective, that means you agree to all of the changes.

Excluding changes by us as described above, no other amendment/modification/change of these Terms will be effective unless in writing and signed by both you and us.

Privacy

Flamelink takes the privacy of its users very seriously.

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to use the Flamelink Service or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at legal@flamelink.io.

Usage

By registering and using Flamelink, you agree and confirm that you are:

1. of legal age to form a binding contract (or received your parent's or guardian's permission and they have agreed to these Terms or your behalf)
2. an authorized representative on behalf of an organization or entity and are in agreement with these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

If your use of the Flamelink Service is prohibited by applicable laws, then you are not authorized to use the Flamelink Service. We can't and won't be responsible for your using the Flamelink Service in a way that breaks the law.

You are responsible for maintaining the security of your account and associated data, including but not limited to applications, code, executable and data, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with related data and applications.

Your use of the Flamelink Service is subject to the fact that you represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Flamelink Service or interact with the Flamelink Service in a manner that:

- A. Infringes or violates the intellectual property rights or any other rights of anyone else (including Flamelink);
- B. Violates any law or regulation;
- C. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- D. Violates the security of any computer network, or cracks any passwords or security encryption codes;
- E. Runs Maillist, Listserv, any form of auto-responder or "spam" on the Flamelink Service, or any processes that run or are activated while you are not logged into the Flamelink Service, or that otherwise interfere with the proper working of the Flamelink Service (including by placing an unreasonable load on the Flamelink Service infrastructure);
- F. "Crawls," "scrapes," or "spiders" any page, data or portion of or relating to the Flamelink Service or Content (through use of manual or automated means);
- G. Copies or stores any significant portion of the Content and/or share, post or distribute any significant portion of the Content elsewhere;
- H. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Flamelink Service.
- I. Sell, resell, license, sublicense, distribute, rent or lease any, or include any part of the Flamelink Service or Purchased Services in a service bureau or outsourcing offering unless a formal agreement is in place with Flamelink and signed by both parties.
- J. Share your User Credentials (login information or password). Sharing of email and passwords amongst more than one person to gain access to Flamelink services is strictly prohibited under our Fair Use Policy. One bona fide user shall use one email and password to access Flamelink services. Should more than one user be required to utilize Flamelink, the corresponding number of CMS users required will be matched to the relevant paid Flamelink plan (see Flamelink Pricing) and the project will need to be upgraded to a suitable plan to accommodate the additional users.

Fair Use Policy:

Since our last update to our Terms & Conditions on 14 November 2018, Flamelink has evolved and our feature set matured to necessitate an update to our Fair Use Policy section of our Terms & Conditions.

Free Flame Plans

From 1 May 2022, Flamelink's free Flame plans will be limited to 1 free Flame plan per user email.

Furthermore, Flamelink's free Flame plan is not available to users fulfilling/exceeding the following conditions/parameters:

Company Size

Any user utilizing Flamelink for a project for the company they are employed by or own, or a client/customer of the company they are employed by or own, will be required to subscribe to a paid Flamelink plan if the company they are employed by or own, exceed 10 employees employed in any capacity.

Provision can be made for users wishing to trial Flamelink for its suitability for a project on a "Proof-of-Concept" basis, but is subject to prior arrangement with Flamelink within the 14-day trial period that forms part of all Flamelink plans.

Contact Flamelink's Enterprise team at solarflare@flamelink.io for more information.

Company Revenue

Any user utilizing Flamelink for a project for the company they are employed by or own, or a client/customer of the company they are employed by or own, will be required to subscribe to a paid Flamelink plan if the company they are employed by or own, exceed an annual revenue of \$ 250'000 (or equivalent in said user's country's currency).

Provision can be made for users wishing to trial Flamelink for its suitability for a project on a "Proof-of-Concept" basis, but is subject to prior arrangement with Flamelink within the 14-day trial period that forms part of all Flamelink plans.

Contact Flamelink's Enterprise team at solarflare@flamelink.io for more information.

Use in Revenue Generating Enterprises

Any user utilizing Flamelink for a project for the company they are employed by or own, or a client/customer of the company they are employed by or own, will be required to subscribe to a paid Flamelink plan if the company they are employed by or own, uses the project (which Flamelink forms part of) to generate revenue for said company or said company's client/customer. Revenue Generating Enterprises include, but are not limited to:

Projects that are run on an annual, or monthly (or both) subscription basis.

Projects that perform any form of commerce via said platform including marketing of products or services that can be purchased via any other channel/platform.

Projects that receive advertising revenue via in-app/on-platform advertising

Contact Flamelink's Enterprise team at solarflare@flamelink.io for more information.

Company Customer/User size

Any user utilizing Flamelink for a project for the company they are employed by or own, or a client/customer of the company they are employed by or own, will be required to subscribe to a paid Flamelink plan if the company they are employed by or own, have more than 5'000 unique end-users using their project.

Provision can be made for users wishing to trial Flamelink for its suitability for a project on a "Proof-of-Concept" basis, but is subject to prior arrangement with Flamelink within the 14-day trial period that forms part of all Flamelink plans.

Contact Flamelink's Enterprise team at solarflare@flamelink.io for more information.

A violation of any of the foregoing is grounds for termination of your right to use or access the Flamelink Service. See section: "Termination of use" for more information.

Data protection and privacy policy

You give us the right to contact you for product updates and promotions from time to time, you also consent to market to you via social media platforms as well as through remarketing technologies. Flamelink does collect personal information for the use in automation of our marketing activities through services such as the Google Marketing Platform and associated services as well as Facebook Marketing and their associated remarketing services. You may unsubscribe from any or all activities at any time. We process users' data in the EU in line with the guidelines provided by GDPR where applicable.

Rights

The materials displayed or performed or available on or through the Flamelink Service, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, user submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Flamelink Service, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Flamelink's) rights.

You understand that Flamelink owns the Flamelink Service. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of the Flamelink Service.

Downloading of certain content is allowed and is bound by all restrictions mentioned in the Terms.

Responsibilities

You access all information and content posted or transmitted through the Flamelink Service at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Flamelink Service. We can't guarantee the identity of any users with whom you interact in using the Flamelink Service and are not responsible for which users gain access to the Flamelink Service.

You are responsible for all Content you provide, in any manner, via the Flamelink Service, and you represent and warrant you have all rights necessary to do so, in the manner in which you provide it. You are responsible for all your activity in connection with the Flamelink Service.

The Flamelink Service may contain links or connections to third party websites or services that are not owned or controlled by Flamelink. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Flamelink is not responsible for such risks. We encourage you to be aware when you leave the Flamelink Service and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Flamelink has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with or find through the Flamelink Service. In addition, Flamelink will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Flamelink Service, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

If there is a dispute between users of the Flamelink Service, or between users and any third party, you agree that Flamelink is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Flamelink, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Flamelink Service.

Updates & Changes

Due to the continuous improvement methodology we practice, changes are inevitable. We may suspend or discontinue any part/feature of the Flamelink Service, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Flamelink Service or amend pricing plans and payment terms at any stage. Efforts will be made to inform you or give notice when we make a material change to the Flamelink Service that would adversely affect you, but this isn't always possible. Similarly, we reserve the right to remove any Content from the Flamelink Service at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Termination of use

You can at any time terminate your usage of the Flamelink Service by selecting the “Forget Me” option provided under your profile section. Please refer to our Privacy Policy, as well as these Terms of Use, to understand how we treat the information you provide to us after you have stopped using our Flamelink Service.

Flamelink is also free to terminate (or suspend access to) your use of the Flamelink Service for any reason by our discretion, including your breach of these Terms. Flamelink has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to indemnify us, any limitations on our liability, any terms regarding ownership of intellectual property rights, and terms regarding disputes between us.

Disabling Flamelink Services Upon Contravention of Flamelink’s Fair Use Policy

Flamelink reserves the right to contact any user deemed to be in contravention of the above Fair Use Policy to afford them the opportunity to upgrade to a paid Flamelink plan or make reasonable justifications for why they should be allowed to continue using a free Flame plan.

Flamelink will make every effort to work with our customers to achieve an agreeable outcome for all parties. Users will be given 30 days from the date of notice to act in accordance with Flamelink’s Fair Use Policy, after which Flamelink reserves the right to disable a user’s project.

Exhibits

Flamelink reserves and you grant Flamelink the right to display links to your application or website and the name/logo of your company for marketing purposes and may do so without notice or compensation. If you ever feel that inclusion in the showcase is anything less than beneficial to your organization of your application, please contact us at legal@flamelink.io and we will acknowledge and respect your wishes to have your application excluded from the exhibits.

Account usage limitations

Payment plans are designed to help you start small, and scale quickly as your app usage grows. Industry-standard limits for features such as API calls and push notifications apply. Further, our Purchased Services may be subject to usage and access limitations. If additional levels of usage limits are required, users may contact us for a custom plan. Notwithstanding the above, Flamelink reserves the right to reduce, limit or throttle the number of users, amount of data, access or throughput in connection with the Purchased Services as long as it does not affect the core functionality of the Purchased Services. Furthermore, limitations imposed by third party services such as Firebase are out of our control and we can and will not be held liable for any loss or damages caused by these limitations.

Standard Firebase rates will apply and will be covered by the end-user account. Flamelink is not liable for the SLA agreement between Firebase and the end user.

Payment and Renewal

General Terms

Paid services are available (a “Purchased Service” or “Purchased Services”). By selecting and purchasing these services you agree to pay Flamelink the monthly or annual subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you purchase the services and will cover the use of that service for a monthly or annual subscription period as indicated.

Automatic Renewal

Unless you notify Flamelink before the end of the applicable subscription period that you want to cancel a purchased service, your purchased service subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such Purchased Services (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Purchased Services can be cancelled at any time in the Billing section of your project’s dashboard. Cancellations will take effect at the end of the billing period in which you request an account closure. If you purchase a monthly subscription you authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as a “Debit.” You agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 3 days prior to the payment being collected.

Warranties & Disclaimer

Flamelink does not make any representations or warranties concerning any content contained in or accessed through the Flamelink Service, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Flamelink Service. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Flamelink Service. Services purchased or offered (whether or not following such recommendations and suggestions) through the Flamelink Service are provided “AS IS” and without any warranty of any kind from Flamelink or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product).

THE FLAMELINK SERVICE(S) AND CONTENT ARE PROVIDED ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE FLAMELINK

SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE. YOU UNDERSTAND THAT YOU DOWNLOAD FROM, OR OTHERWISE OBTAIN CONTENT OR SERVICES THROUGH, THE FLAMELINK SERVICE(S) AT YOUR OWN DISCRETION AND RISK.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, DELICT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL FLAMELINK BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) EURO100 OR (II) THE AMOUNTS PAID BY YOU TO FLAMELINK IN CONNECTION WITH THE WEBSITE IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME COUNTRIES OR STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify and hold Flamelink, its officers, agents, employees, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Flamelink Service (including any actions taken by a third party on your behalf or at your direction), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for you (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Flamelink's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Miscellaneous

You will be responsible for paying withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Flamelink Service provided that Flamelink may, in its sole discretion do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent

necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Flamelink agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Flamelink, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind Flamelink in any respect whatsoever. You and Flamelink agree there are no third party beneficiaries intended under this Agreement.

Third Parties

We do not sell or provide your personal details to any third party. Flamelink however in partnership with Regal Digital B.V. as a Digital agency and media partner help to ensure users receive up to date and relevant information. From time to time Regal Digital B.V. may send you marketing material or promotions to enhance your experience as a Flamelink user or as a developer.

External References

- [Mailchimp's Privacy policy](#)
- [Firebase Privacy Policy](#)
- [GDPR Key challenges](#)
- [GDPR Frequently asked questions](#)
- [Stripe service agreement](#)
- [Intercom Privacy Policy](#)

If you have any questions or concerns regarding our Terms & Conditions and Disclaimer, please send us a detailed message, and we will try to resolve your concerns.

Team Flamelink