

# **Terms and Conditions - After Dark - Scary Chat Texts**

*Last updated: (October 20, 2017)*

## **Introduction**

Thank you for choosing After Dark ("After Dark", "Perpetual Apps", "we", "us", "our"). By using After Dark, or accessing any content that is provided or made available by us, you agree and are bound by these Terms and Conditions.

## **Agreement to Terms**

Please read these Terms and Conditions carefully before using After Dark operated by Perpetual Apps. By accessing or using After Dark, you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions or our Privacy Policy, then you must not use After Dark.

## **Changes to Terms and Conditions**

We may modify these Terms at any given time at our discretion. It is important that you review these terms whenever we modify them. If you do not agree to the new Terms, you must not use After Dark anymore.

## **Services and Subscriptions**

We provide exclusive content ("Chat Stories") and other content. Certain content is provided free of charge. Other After Dark content may only be accessed by purchasing a subscription. Subscriptions with After Dark are automatically renewed depending on the type of service chosen (ie. weekly, monthly, or yearly).

For the time being, we offer a 3-day free trial for the "weekly" type subscription service. At the end of this trial, you are automatically charged without notice. To cancel your subscription, you must do so via managing your subscriptions here: <https://support.apple.com/en-us/HT202039>.

## **Content and Content Rights**

The content provided by After Dark are for your personal use only, and they are not for commercial exploitation (for example, by resale to others or by republication). You may not decompile, reverse engineer, disassemble, rent, lease, sell, or create derivative works from our content. You may not use any network monitoring software to determine the app/server/api architecture. You may not use any robot, spider, other

automatic software, or manual process to monitor our services. You may not use the content in any way that harms After Dark, our employees, directors, officers, volunteers, authors, or any other third parties. Any unauthorized use of this app/server/api or content is *prohibited*.

You agree that any content provided by After Dark and the App itself is protected by copyrights, trademarks, or other proprietary rights and laws.

## **Prohibitions**

By using After Dark, you agree not to transmit, upload, publish any of our content that violates copyright, trademark, trade secret, or intellectual property rights. You agree not to copy our services or content and claim them as your own or in After Dark's name or trademark, or logo. You agree not to tamper with our API's or databases or any of our third-party providers. You agree not to

attempt to damage, probe, test, or scan vulnerability of our servers or backend systems.

You also agree not to attempt to avoid or circumvent measures implemented to prevent access without paying for a subscription. You agree not to attempt to access or download our content by any other means than what we provide via the front facing app.

You agree not to use any of our services or content for any commercial purposes for the benefit of any third party without our written consent.

You agree not to interfere with After Dark's servers, hosts, users, or host, which may include without limitations, overloading, spamming our online services.

### **Warranty and Disclaimer**

We try our best to provide the best content and quality app possible. The services and content are provided "as is." There does not exist warranty on our content or services. There is no warranty that the App will be always available, secure, or free of errors. There is no warranty covering the quality, accuracy, completeness or reliability of any content.

After Dark assumes no responsibility for errors or omissions in the contents of the Service. In no event shall we be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of After Dark or the contents of After Dark. We reserve the right to make additions, deletions, or modifications to the contents at any time without prior notice.

## **Indemnity**

By using After Dark, you shall defend, indemnify, and hold harmless After Dark (including employees, directors, officers, agents, volunteers, contractors) from any and all actual or alleged claims, demands, causes of action, liability, loss, costs, disputes, expenses, damage whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct without limitation, reasonable legal and accounting fees arising out of or in any way connected with our Services or Content or your violation of these Terms. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to After Dark for all legal expenses and costs incurred by it. All provisions of the Terms and Conditions by which their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Privacy Policy - After Dark - Scary Chat Texts**

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Read below to see what information is collected when you use the After Dark iOS app, why it is collected, and how it is used to improve your overall experience when using the App.

### **Collection of Personal Information**

After Dark does not collect any personal information or transmit such information to a server or third party.

### **Disclosure of Personal Information**

As we do not collect any personal information, your personal information is safe and will not be disclosed to any third party unless you have consented explicitly to such a disclosure, or where there is a legal requirement for this to happen.

### **Policy Changes**

Any changes to this policy will be posted to an update of the App. You are advised to regularly view our most recent privacy policy.