

Terms of Use

Last Updated: 12/13/2017

These Terms of Use (“**Terms**”) apply to your access and use of this website, or the applications and other online products and services (collectively, our “**Services**”) provided by Kirill Peshkin (“**Burgeramtapp**” or “**we**”). **By accessing the Burgeramtapp website or by downloading Burgeramtapp’s mobile application, you agree to these Terms. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 15, do not access or use our Services.**

If you have any questions about these Terms or our Services, please contact us at support@burgeramtapp.com.

1. Description of Services

Burgeramtapp is an application based software that provides calendar to find available appointments for Belin Burgeramts. Also there is a possibility to receive real-time updates when new appointment becomes available.

2. Eligibility

You must be at least 13 years of age to access or use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may only access or use our Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in connection with our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity’s behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

3. User Accounts and Account Security

You will need to use your credentials (e.g., username and password) from a third-party online platform to access some or all of our Services. You must maintain the security of your third party account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account.

4. Privacy

Please refer to our Privacy Policy <https://burgeramtapp.com/privacy-policy.pdf> for information about how we collect, use and disclose information about you.

5. User Content

Our Services may allow you and other users to create, post, store and share content, including messages, text, photos, videos, software and other materials (collectively, “**User Content**”). User Content does not include user-generated filters. Except for the license you grant below, you retain all rights in and to your User Content, as between you and Burgeramtapp. Further, Burgeramtapp does not claim ownership of any User Content that you post on or through the Services.

You grant Burgeramtapp a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully-paid, transferable sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display your User Content and any name, username or likeness provided in connection with your User Content in all media formats and channels now known or later developed, without compensation to you. When you post or otherwise share User Content on or through our Services, you understand that your User Content and any associated information (such as your [username], location or profile photo) will be visible to the public.

You grant Burgeramtapp consent to use the User Content, regardless of whether it includes an individual’s name, likeness, voice or persona, sufficient to indicate the individual’s identity. By using the Services, you agree that the User Content may be used for commercial purposes. You further acknowledge that Burgeramtapp’s use of the User Content for commercial purposes will not result in any injury to you or to any person you authorized to act on its behalf. You acknowledge that some of the Services are supported by advertising revenue and may display advertisements and promotions, and you hereby agree that Burgeramtapp may place such advertising and promotions on the Services or on, about, or in conjunction with your User Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.

You represent and warrant that: (i) you own the User Content stylized by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) you agree to pay for all royalties, fees, and any other monies owed by reason of User Content you stylize on or through the Services; and (iii) you have the legal right and capacity to enter into these Terms in your jurisdiction.

You may not create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

User Content removed from the Services may continue to be stored by Burgeramtapp, including, without limitation, in order to comply with certain legal obligations. Burgeramtapp is not a backup service and you agree that you will not rely on the Services for the purposes of User Content backup or storage. Burgeramtapp will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any User Content.

6. Prohibited Conduct and Content

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and Burgeramtapp;
- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

You may also only post or otherwise share User Content that is non-confidential and you have all necessary rights to disclose. You may not create, post, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may expose Burgeramtapp or others to any harm or liability of any type.

In addition, although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

7. Limited License; Copyright and Trademark

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, page headers, button icons, scripts, service marks, logos, slogans, filters, usergenerated filters and other content contained therein (collectively,

the “**Burgeramta**pp Content”) are owned by or licensed to Burgeramta

pp and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, Burgeramta

pp and our licensors reserve all rights in and to our Services and the Burgeramta

pp Content. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services and Burgeramta

pp Content for your own personal use; however, such license is subject to these Terms and does not include any right to: (a) sell, resell or commercially use our Services or Burgeramta

pp Content; (b) copy, reproduce, distribute, publicly perform or publicly display Burgeramta

pp Content, except as expressly permitted by us or our licensors; (c) modify the Burgeramta

pp Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services or Burgeramta

pp Content, except as expressly set forth in these Terms; (d) use any data mining, robots or similar data gathering or extraction methods; or (e) use our Services or Burgeramta

pp Content other than as expressly provided in these Terms. Any use of our Services or Burgeramta

pp Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted under these Terms. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Burgeramta

pp Content.

8. Feedback

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about Burgeramta

pp or our products or Services (collectively, “**Feedback**”), is non-confidential and will become the sole property of Burgeramta

pp. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

9. Copyright Complaints

We have a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify Burgeramta

pp’s Designated Agent as follows:

Designated Agent: [Kirill Peshkin]
microdistrict 2, building 7, 58
Address: Pyt-Yakh, TYUMENSKAYA 628386
Russia
E-Mail Address: [[Please see 17 U.S.C. §512\(c\)\(3\) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to Burgeramta

pp for certain costs and damages.](mailto:support@burgeramtapp.com]</p></div><div data-bbox=)

10. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Burgeramta

pp and each of our respective officers, directors, agents, partners and employees (individually and collectively, the “**Burgeramta**pp Parties”) from and against any loss, liability, claim, demand, damages, expenses or costs (“Claims”) arising out of or related to (a) your access to or use of our Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to promptly notify Burgeramta

pp Parties of any third party Claims, cooperate with Burgeramta

pp Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). You also agree that the Burgeramta

pp Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Burgeramta

pp or the other Burgeramta

pp Parties.

11. Disclaimers

We do not control, endorse or take responsibility for any User Content or third-party content available on or linked to by our Services.

Your use of our Services is at your sole risk. Our Services are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Burgeramta

pp does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While Burgeramta

pp attempts to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Services.

12. Limitation of Liability

Burgeramtapp and the other Burgeramtapp Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if Burgeramtapp or the other Burgeramtapp Parties have been advised of the possibility of such damages.

The total liability of Burgeramtapp and the other Burgeramtapp Parties, for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the amount paid, if any, by you to access or use our Services.

The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Burgeramtapp or the other Burgeramtapp Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

13. Release

To the fullest extent permitted by applicable law, you release Burgeramtapp and the other Burgeramtapp Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. **You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

14. Transfer and Processing Data

By accessing or using our Services, you consent to the processing, transfer and storage of information about you in and to the United States and other countries, where you may not have the same rights and protections as you do under local law.

15. Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Burgeramtapp and limits the manner in which you can seek relief from us.

Except for small claims disputes in which you or Burgeramtapp seek to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Burgeramtapp seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Burgeramtapp waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, all disputes arising out of or relating to these Terms or our Services will be resolved through confidential binding arbitration held in Santa Clara County, California in accordance with the Streamlined Arbitration Rules and Procedures (“Rules”) of the Judicial Arbitration and Mediation Services (“JAMS”), which are available on the JAMS website and hereby incorporated by reference. You either acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You and Burgeramtapp agree that any dispute arising out of or related to these Terms or our Services is personal to you and Burgeramtapp and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

You and Burgeramtapp agree that these Terms affect interstate commerce and that the enforceability of this Section 15 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “FAA”), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and Burgeramtapp agree that for any arbitration you initiate, you will pay the filing fee and Burgeramtapp will pay the remaining JAMS fees and costs. For any arbitration initiated by Burgeramtapp, Burgeramtapp will pay all JAMS fees and costs. You and Burgeramtapp agree that the state or federal courts of the State of California and the United States sitting in Santa Clara County, California have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR OUR SERVICES MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND Burgeramtapp WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 15 by notifying Burgeramtapp in writing. The notification must be sent to:

Kirill Peshkin
Attn: Arbitration Opt-out
microdistrict 2, building 7, 58
Pyt-Yakh, TYUMENSKAYA 628386
Russia

In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 16.

16. Governing Law and Venue

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of California, without regard to conflict of law rules or principles (whether of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of California and the United States, respectively, sitting in Santa Clara County, California.

17. Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to our Services and update the “Last Updated” date above. We may also attempt to notify you by sending an email notification to the address associated with your account, if any, or providing notice through our Services. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services.

18. Electronic Communications

By [creating a Burgeramtapp account][accessing or using the Services], you also consent to receive electronic communications from Burgeramtapp (e.g., via email or by posting notices on our Services). These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

19. Termination

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

20. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

21. Additional Terms Applicable to iOS Devices

The following terms apply if you install, access or use the Services on any device that contains the iOS mobile operating system (the “App”) developed by Apple Inc. (“Apple”).

- Acknowledgement.** You acknowledge that these Terms are concluded solely between us, and not with Apple, and Burgeramtapp, not Apple, is solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service as of the date you download the App, and in the event of any conflict, the Usage Rules in the App Store shall govern if they are more restrictive. You acknowledge and agree that you have had the opportunity to review the Usage Rules.
- Scope of License.** The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod touch or iPad that you own or control as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.

- Maintenance and Support. You and Burgeramtapp acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- Warranty. You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. The parties acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of Burgeramtapp. However, you understand and agree that in accordance with these Terms, Burgeramtapp has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App.
- Product Claims. You and Burgeramtapp acknowledge that as between Apple and Burgeramtapp, Burgeramtapp, not Apple, is responsible for addressing any claims relating to the App or your possession and/or use of the App, including, but not limited to (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation.
- Intellectual Property Rights. The parties acknowledge that, in the event of any thirdparty claim that the App or your possession and use of the App infringe that third party's intellectual property rights, Burgeramtapp, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.
- Legal Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Developer Name and Address. Any questions, complaints or claims with respect to the App should be directed to:
Kirill Peshkin
microdistrict 2, building 7, 58
Pyt-Yakh, TYUMENSKAYA 628386
Russia
support@burgeramtapp.com
- Third-Party Terms of Agreement. You agree to comply with any applicable third-party terms when using the Services.
- Third-Party Beneficiary. The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof).

22. Miscellaneous

These Terms constitute the entire agreement between you and Burgeramtapp relating to your access to and use of our Services. The failure of Burgeramtapp to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.