



Terms of Service

Note: Arena's End-User License Agreement (EULA) will be Apple's default (most recently available via <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>).

1.0 Overview

Thrivner, Inc. (hereinafter "Thrivner") offers Arena consistent with Apple, Inc.'s (hereinafter "Apple") End-User License Agreement (EULA). These terms of service clarify retentions of rights, disclaimers of warranties and liabilities, and restrictions of app abuses, and is supplemental to Apple's EULA.

2.0 Retention of Rights of Ownership / Ban on Infringement

2.1 Ownership. Users retain all rights and ownership to content. Thrivner does not claim any ownership rights to the content. However, subject to and in accordance with its Privacy Policy, Thrivner has a non-exclusive, perpetual, worldwide right to use such content.

2.2 License to Your Content. "Your Content" means any data, content, code, video, images or other materials of any type that users upload, submit, or otherwise transmit to or through Arena. Users will retain all right, title, and interest in and to Your content in the form provided to Arena. Subject to these Terms, users hereby grant Thrivner a non-exclusive worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify, and create derivative works of Your Content, in each case solely to the extent necessary to provide the applicable services to users; and (b) for services that enable users to share Your Content or interact with other people, to distribute, and publicly-display Your Content. Thrivner also may access Your Content in order to respond to user support requests.

3.0 Retention of the Right to Change the Software at Any Time

Thrivner retains the right to change Arena at any time. Further, Thrivner bears no responsibility for data lost as a result of such changes.

4.0 Disclaimer of Warranties and Liabilities

Thrivner, our affiliates, and our and their respective officers, directors, employees, agents, suppliers, or licensors, make no warranties or representations about the content (including the user content), including but not limited to its accuracy, reliability, completeness, timeliness, or reliability. Thrivner shall not be subject to liability for truth, accuracy, or completeness of any information conveyed to the user or for errors, mistakes, or omissions therein or for any delays or interruptions of the data or information stream from whatever cause. Users agree that they use Arena and the content at their own risk.

Content is created by members of the public. Any views expressed are theirs and, unless specifically-stated, are not those of Thrivner. Thrivner is not responsible for any content posted by members of the public on Arena or for the availability or content of any third-party sites that are accessible through Arena. Any links to third party websites do not amount to an endorsement of that site and any use of that site by you is entirely at users' own risk.

Thrivner does not warrant that Arena will operate error-free or that this site, its server, or the content is free of computer viruses or similar contamination or destructive features. If users' use of Arena or the content results in the need for servicing or replacing equipment or data, Thrivner shall not be responsible for those costs.

The site and content are provided on an "as is" and "as available" basis without any warranties of any kind. Thrivner hereby disclaims all warranties, including, but not limited to, the warranty of title, merchantability, non-infringement of third parties' rights, and fitness for particular purpose.

In no event shall Thrivner be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the site and the content, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if we have been advised of the possibility of such damages.

Some states in the United States and nations in the world do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, Thrivner's liability shall be limited to the greatest extent permitted by law. Should a court of competent jurisdiction determine that Thrivner's exculpatory provisions herein are ineffective, in no event shall Thrivner be liable for damages in excess of US\$50.00.

5.0 Restriction on App Abuses

As a condition of use, users promise not to use Arena for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably-intended by Thrivner. By way of example, and not as a limitation, you agree not to use Arena:

- To abuse, harass, threaten, impersonate, or intimidate any person;
- To post or transmit, or cause to be posed or transmitted, any content that is libelous, defamatory, obscene;
- For any purpose (including posting or viewing content) that is not permitted under the laws of the jurisdiction where you use Arena;
- To post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Arena user;

- To advertise to, or solicit, any user to buy or sell any products or services, or to use any information obtained from Arena in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent; or
- To promote or sell the content of another person.

6.0 Retention of Right to Terminate/Ban Users

Thrivner reserves the right, in Thrivner's sole discretion, to change, limit, or discontinue any aspect, content, or feature of Arena, as well as any aspect pertaining to the use of Arena. This includes terminating user accounts.

Sources

Apple, Inc. "App Store Review Guidelines." Retrieved on March 27, 2018 from <https://developer.apple.com/app-store/review/guidelines/#legal>.

Apple, Inc. "Licensed Application End User License Agreement." Retrieved on April 3, 2018 from <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>.