

Appmaker Terms of Service

1. Introduction

1.1 Appmaker is an online platform (the “Platform”) provided by [Simato Solutions (Pvt.) Limited], which allows developers (the “Developer” or “You”) to create and manage applications (the “App(s)”) through various tools and resources.

1.2 By using the Platform, you agree to be bound by these terms and conditions (the “Terms of Service”). The Platform Provider reserves the right to change these Terms of Service at any time. It is the Developer's responsibility to review these terms periodically. Continued use of the Platform after any changes constitutes your acceptance of such changes.

2. Eligibility

2.1 You must be a natural person or a legal entity to access and use the Platform.

2.2 If you are a natural person, you must be 18 years or older.

2.3 You must provide valid and up-to-date information during the registration process to access the Platform.

3. Developer Responsibilities

3.1 You are responsible for maintaining the security of your account and payment information. The Platform Provider is not liable for any loss or damage arising from a failure to comply with this security obligation.

3.2 You must not use the Platform in any manner that violates applicable intellectual property rights or laws.

3.3 The Developer remains responsible for all content and material they produce using the Platform.

4. Payments

4.1 Payment Options: Developers will be required to make payments to the Platform Provider for certain services either as:

- A one-time payment for a specific service or feature on the Platform.
- An ongoing subscription for continued access to the Platform's services.

4.2 Credit Card Payments: All payments to the Platform Provider must be made via a valid credit card (specifically a credit card that is owned by the Developer). By providing your credit card information, you authorize the Platform Provider to charge your card for either:

- A one-time fee, or
- An ongoing subscription fee, depending on the selected service.

4.3 Subscription Payments:

- Subscription payments will be automatically billed to the Developer's credit card on a recurring basis, according to the agreed billing cycle (monthly or annually).
- It is the Developer's responsibility to ensure that the payment information remains valid and up-to-date.
- If a recurring payment fails due to an issue with the Developer's credit card, the Developer's access to the may be suspended or terminated.

4.4 Invoices: Developers will receive an invoice for each payment, detailing the amount charged, the billing period (for subscriptions), and the service provided.

5. Refund and Cancellation Policy

5.1 Refunds for One-Time Payments:

- Refunds for one-time payments are only available under the following conditions:
 - The service purchased fails to function as advertised due to a technical issue on the Platform's side, and the issue remains unresolved for more than 14 business days after notification.
- Refund requests must be submitted within 14 days of the payment date. Approved refunds will be credited back to the Developer's credit card within 10 business days of approval.

5.2 Subscription Refunds:

- Refunds for ongoing subscription payments are available only under the following conditions:
 - The Developer cancels the subscription within 3 days of the payment being processed, and the Platform services have not been used significantly (as determined by the Platform Provider).
- Refunds for subscription payments made more than 3 days prior to a refund request will not be granted under any circumstance.
- If a refund request is approved, the amount will be credited back to the Developer's credit card within 10 business days.

5.3 Subscription Cancellations:

- The Developer may cancel their ongoing subscription at any time by submitting a written cancellation request via email or through the Platform's cancellation interface.
- Cancellations will take effect at the end of the current billing period, and no further charges will be applied.
- No partial refunds will be granted for cancellations made before the end of the billing period.

5.4 Non-Payment and Termination:

- If the Platform Provider is unable to process a payment due to an issue with the

Developer's credit card;

- May result in the suspension or termination of the Developer's access to the Platform.
- The Platform Provider reserves the right to terminate access immediately in cases of repeated non-payment.

6. Intellectual Property

6.1 All intellectual property related to the Platform, including software, tools, and templates, remains the exclusive property of the Platform Provider.

6.2 The Developer retains ownership of the content they create but grants the Platform Provider a non-exclusive, transferable, royalty-free license to use such content for operating and optimizing the Platform.

7. Modifications to the Platform

7.1 The Platform Provider reserves the right to modify, suspend, or discontinue the Platform, with or without notice. The Platform Provider is not liable for any modifications or discontinuations of the Platform.

7.2 Updates to the Platform may be issued to improve or change features, and such updates may occur without prior notice.

8. Termination

8.1 The Platform Provider may terminate the Developer's account for any reason, including failure to comply with these Terms of Service. Such termination may occur without prior notice.

8.2 Upon termination, the Developer will lose access to their account and any content associated with it.

9. Limitation of Liability

9.1 In no event will the Platform Provider be liable for any indirect, incidental, or consequential damages arising from the Developer's use of the Platform.

9.2 The Platform Provider's total liability is limited to the total payments made by the Developer in the 12 months prior to the claim.

10. General Provisions

10.1 These Terms of Service are governed by the laws of Sri Lanka.

10.2 The Platform Provider uses third-party service providers to operate the Platform and is not responsible for their actions.

10.3 The failure of the Platform Provider to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision.