

BirdsEye Custom App Information

Please complete this form and email it to David Bell at dbell@birdsinthehand.com or fax it to (480) 772-4401.

1) Organization Name: _____

Contact name: _____

Contact email: _____

Billing Address: _____

2) Desired Name for App (feel free to list more than one):

3) Desired URL to use in the App (ideally mobile-friendly content such as a calendar of events or a newsletter for your organization):

4) Please send us the logo or other image you would like to use for the icon at dbell@birdsinthehand.com

5) Once we receive and review this information we will contact you about billing.

I acknowledge and accept the Custom App Terms and Conditions:

Your Name (Printed):

Signature

Date

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CUSTOM APP SUBSCRIPTION: USEFUL INFORMATION, POLICIES, TERMS AND CONDITIONS

1. GENERAL: We will work with your organization to create and publish a Custom App version of one of our BirdsEye or BirdLog Apps subject to the terms described below.

2. FEES: In order to publish and maintain your Custom App in the Store, there is a setup charge and a recurring monthly (or annual) Subscription Fee that will depend on the complexity of the project. The Subscription Fee is fixed for the first year, but we reserve the right to make reasonable adjustments to Subscription Fees after that.

3. PAYMENT: Payments are due in advance via check or credit card. If you pay by credit card you may request automatic monthly billing. We will send you an initial invoice for the first year and upon request for each subsequent year, but we cannot send monthly invoices.

4. TERMINATION OF SUBSCRIPTION SERVICE: If you fail to pay the Subscription Fee, then we have the right to remove the Custom App from the Store. You may terminate your subscription at any time by contacting Customer Service. Termination will be effective at the end of the current billing cycle. We too have the right to terminate the subscription by notifying you that we will not renew the subscription after the end of the current billing cycle.

5. REFUNDS: Refunds for subscriptions are generally not available absent extraordinary or unusual circumstances. Refund requests will be reviewed on a case-by-case basis. The maximum refund is for ninety (90) days of subscription service.

6. SUPPORT: We do our best to maintain prompt response times if and when you need our support. Subscriber Support is generally available at (415) 271-0775, or (preferred) support@getbirdseye.com, Monday through Friday, from 10:00am to 5:00pm Central Time excluding Holidays. We provide Support to users of the Custom App as we do for all of our apps. If we receive User Support requests that appear to us to be outside of our domain, such as questions about your organization, then we may refer them to you. User Support is available via email at support@getbirdseye.com and via our website www.birdseyebirding.com.

7. LAUNCH TIMING: We will use reasonable efforts to ensure that we publish the Custom App within 2 to 4 weeks or sooner after we have received all the information required to create your Customer App, and your payment. Depending on the complexity of the Custom App, this timeframe may take longer. We will make a reasonable effort to notify you of the expected timeframe.

7. CUSTOM APP MISCELLANEOUS LIMITATIONS AND WARNINGS:

(a) The Custom App will be similar to one of our existing Apps in just about every way except for certain specific changes such as: the list of species to include; the icon; the name of the app; the link to your organization. We cannot and do not commit to make any other changes or improvements to the Custom App.

(b) Bugs, crashes and errors will occur in the Custom App from time to time, as is the case with most commercial software. We will make a good faith effort to resolve those problems that are under our control in a timely fashion.

(c) We reserve the right to modify the content, type and availability of our Apps including our Custom Apps at any time. Upgrades will be desirable or necessary

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over time to fix bugs, to support new operating systems, or to add new features, and we will not normally notify you nor seek your approval before publishing upgrades. We plan to upgrade and improve the Custom App over time, as we publish upgrades to our other Apps. Not every upgrade of our other Apps will trigger an update to this Custom App.

(d) Important BirdsEye features use data from The Cornell Lab of Ornithology's eBird database. If the Cornell Lab or eBird should ask us to stop using eBird data in one or more of our Apps, including a Custom App, then please be aware that we intend to comply with such requests and cannot be held liable for any resulting loss of functionality.

(e) As with any App, users of your Custom App may incur telecommunications fees, data fees or other service provider fees. Users are responsible for paying any additional charges and we cannot be held liable for any such additional fees.

8. USER COMMUNICATION AND PRIVACY: We communicate with users of our Apps who opt in. The communications include Service Alerts, Newsletters and in-app messages. Users can opt out of these communications. Over time it is likely that we will need to communicate with them in new ways. We plan to communicate with the users of this Custom App in the same ways that we communicate with the users of our other Apps. See our privacy policy here:

<http://www.birdseyebirding.com/index.php/privacy-policy>

9. LIMITATION OF LIABILITY: The Custom App is not and cannot be guaranteed to be error free. You accept full responsibility for any liability arising from the use of the Custom App for your organization. Under no circumstances can we be held liable for an amount exceeding the total amount of subscriptions and setup fees that you have paid us.

10. COPYRIGHT

You may choose to submit photos or text for use in this Custom App. We do not have any mechanisms to segregate photos or text to just one app, so be aware that any photos or text you submit may be used in any of our other Apps. If you are considering submitting photos or text, please review our Photo Submission Terms and Conditions first: <http://www.birdsinthehand.com/photos/>

11. MODIFICATIONS: We reserve the right, at any time and without notice, to change these Subscriber Policies.