

# Disclaimer and Limitation of Liability

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## 1. Definitions and Scope

- 1.1. This document sets out the disclaimer of warranties and limitation of liability of the online deep-link creation service for applications (the “Service”).
- 1.2. This document forms an integral part of the Service’s Terms of Use. In case of conflict, the Terms of Use prevail.
- 1.3. By using the Service, you acknowledge and agree to this document.

## 2. No Warranties — “As Is”

- 2.1. The Service is provided on an “as is” and “as available” basis. The Operator makes no warranties that the Service will meet your expectations; be uninterrupted, error-free, secure; or be compatible with all devices, OS versions, browsers, and third-party platforms.
- 2.2. The Operator does not warrant:
  - continuous availability, absence of failures, delays, or data loss;
  - compliance of deep links with third-party policies (app stores, ad networks, analytics and payments providers, etc.);
  - achievement of any particular results (installs, conversions, CTR, etc.);
  - completeness, accuracy, or timeliness of analytics, metrics, logs, or reports;
  - immunity from malicious actions of third parties.
- 2.3. Any experimental/beta features are provided without warranties and may be changed or disabled without notice.

## 3. Third-Party Services and Content

- 3.1. The Service may rely on third-party services (CDN, cloud, payments, analytics, app stores, ad networks, etc.). The Operator is not responsible for their performance, terms, outages, or policy changes.
- 3.2. You are solely responsible for the content targeted by your deep links and for compliance with third-party rights (including IP), laws, and platform rules (e.g., Apple, Google).

## 4. Use Risks and Compliance

- 4.1. You accept risks arising from integrations, API/policy changes, OS/app updates, and actions of telecom and internet providers.
- 4.2. You must ensure compliance with applicable laws (including, where relevant, privacy, cookies, marketing, and e-communications requirements).

## **5. Limitation of Liability**

- 5.1. To the maximum extent permitted by applicable law, the Operator shall not be liable for any indirect, incidental, punitive, special, or consequential damages, including lost profits, data loss, loss of goodwill, or inability to use the Service, even if advised of the possibility of such damages.
- 5.2. The Operator's aggregate liability for all claims arising out of or related to the Service shall not exceed the fees actually paid by you to the Operator for the Service during the 3 (three) calendar months immediately preceding the event giving rise to liability. For the free plan, the Operator's liability is excluded.
- 5.3. Nothing in this document limits liability that cannot be limited under applicable law.

## **6. Indemnification**

- 6.1. You agree to indemnify and hold the Operator harmless from any losses arising out of: (a) your violation of law or third-party rights; (b) the content your deep links point to; (c) your breach of app store or platform rules; or (d) your prohibited uses of the Service.

## **7. Force Majeure**

- 7.1. The Operator is not liable for failure to perform due to events beyond its reasonable control, including but not limited to outages of networks, data centers, CDNs, providers; acts of war; sanctions; natural disasters; governmental actions; and similar events.

## **8. Changes**

- 8.1. The Operator may amend this document. The current version is published within the Service. Your continued use after changes take effect constitutes acceptance.

## **9. Applicable Law**

- 9.1. Matters not governed herein are subject to the applicable law at the place of the Operator's establishment/residence, unless otherwise expressly stated in the Service's Terms of Use.

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