

Welcome to GrowthChart!

These terms are an agreement between you and GrowthChart Records Inc. (referred to as GrowthChart here forward) for the use of the skills/apps available through enabled devices.

By using our Services, you are agreeing to these terms. Please read them carefully.

These terms apply to your use of GrowthChart, including any updates to the skills/apps, unless GrowthChart provides you with separate terms, in which case those terms apply.

Using our Services

IF YOU DO NOT ACCEPT THESE TERMS, YOU HAVE NO RIGHT TO AND MUST NOT USE THE SKILL/APP.

By accepting these terms, you represent that you are at least 18 years old or have reached the age of majority where you live, if that is more than 18 years of age.

If you are under 18 or have not reached such age of majority, your parent or legal guardian must accept these terms on your behalf.

If you comply with these terms, you have the rights below.

You may use the skills/apps for the sole purpose of interacting with the services provided by GrowthChart.

You may not:

- Work around any technical limitations of the skill.
- Modify, reverse engineer or otherwise alter the skills/apps without prior permission from GrowthChart.
- Use the skills/apps in any way prohibited by law, regulation, governmental order or decree.

Use the skills/apps to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Engage in activity that is false or misleading or that is harmful to you, others (including children), or the skills/apps (e.g., transmitting viruses, communicating hate speech, or advocating violence against others).
- Share inappropriate content, advertising, spam, spyware or malware.
- Gain (or attempt to gain) unauthorized access to any service, data, account or network by any means.
- Infringe upon the rights of others.
- Use the skills/apps anywhere other than through where GrowthChart has made it available, without prior approval.
- Remove, modify, or tamper with any notice or link that is incorporated into the skills/apps.

If GrowthChart believes that you are making unauthorized use of the skills/apps or that you are in violation of these terms, it may suspend or terminate your access to the service with or without notice. This may result in a loss of your data.

You grant to GrowthChart the right to use any content that you submit via the skills/apps as necessary for GrowthChart to provide the service to you.

The skills/apps may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the skill.

Contact GrowthChart either through social media or support@growthchart.me for any support.

GrowthChart may update these terms of use at any time. Please check this page from time to time to take notice of any changes, as they are binding on you.

This agreement and any applicable privacy policy are the entire agreement between you and GrowthChart.

If you acquired the skills/apps in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of these terms, claims for breach of them, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of law principles.

Outside the United States and Canada. If you acquired the skills/apps in any other country, the laws of that country apply.

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement doesn't change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

Warranties and Disclaimers

The skills/apps and the service accessed via the skills/apps are provided "as is" "with all faults" and "as available". You bear the risk as to its quality and performance. GrowthChart gives no express warranties, guarantees, or conditions in relation to the skills/apps. To the extent permitted under your local laws, GrowthChart excludes any implied warranties or conditions, including those of merchantability, fitness for a particular purpose and non-infringement.

Liability for our Services

To the extent not prohibited by law, if you have any basis for recovering damages, you can recover from GrowthChart only direct damages up to the amount you paid for the skills/apps. You will not, and waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from the bot publisher. If your local laws impose a warranty, guarantee or condition even though these terms do not, its duration is limited to 90 days from when you begin using the skills/apps.

This limitation applies to:

Anything related to the skills/apps or services made available through the skills/apps; and
Claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; violation of a statute or regulation; unjust enrichment; or under any other theory; all to the extent permitted by applicable law.

This limitation applies even if:

This remedy doesn't fully compensate you for any losses; or
GrowthChart knew or should have known about the possibility of the damages.