Terms and Conditions

Last Updated: 2025-01-27

These Terms and Conditions ("Terms") govern your use of FeatBit, an open-source feature flag platform ("Service"), operated by FeatBit Inc ("we," "our," or "us"). By accessing or using FeatBit, you agree to comply with these Terms. If you do not agree to these Terms, you may not use the Service.

1. Acceptance of Terms

By using FeatBit, you acknowledge that you have read, understood, and agree to be bound by these Terms and any applicable laws or regulations.

2. Use of Service

FeaBit is an open-source platform for managing feature flags in your applications. You may use the Service to integrate feature flags within your software, subject to the following conditions:

- You agree not to misuse the Service or use it for illegal or harmful purposes.

- FeatBit is provided under the **MIT License**, which allows you to modify, distribute, and use the Service freely, subject to the terms of the MIT License.

- For advanced features, a separate **FeatBit SAAP License Agreement** may apply. Please review the agreement for specific terms related to advanced features.

- You are responsible for maintaining the security and confidentiality of any data you provide while using the Service.

3. License

FeatBit is provided under the **MIT License**. You are free to use, modify, and distribute FeatBit in accordance with the terms of the MIT License.

For advanced features, the use of certain functionality may be governed by the **FeatBit SAAP License Agreement**. Please refer to the separate agreement for detailed licensing terms concerning these features.

4. User Account

You may be required to create an account to use some features of the Service. You are responsible for providing accurate information and for maintaining the confidentiality of your account credentials.

5. Privacy and Data Collection

We collect and process personal data in accordance with our **Privacy Policy**. By using the Service, you consent to our data collection practices as described in the **Privacy Policy**.

6. Restrictions

You agree not to:

- Use the Service for any unlawful purposes or in violation of any applicable laws.
- Distribute or use the Service in a way that could damage, disable, or impair its functionality.
- Attempt to reverse engineer, decompile, or disassemble any part of the Service.
- Violate any third-party rights, including intellectual property rights.

7. Updates and Modifications

We may update or modify the Service to improve features, fix issues, or ensure security. We will make reasonable efforts to provide prior notice of any significant changes that may impact your use of the Service. However, we are committed to ensuring that the Service remains operational and functional as agreed upon in our Service Level Agreement (SLA). In the event of any discontinuation or major change, we will provide alternatives or solutions, to the extent possible, to minimize disruption.

8. Disclaimer of Warranties

The Service is provided "as is," and we disclaim all warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. We do not guarantee that the Service will be error-free, secure, or uninterrupted.

9. Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to your use of the Service.

10. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, or expenses arising out of your use of the Service or your violation of these Terms.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of either Colorado, USA or Hong Kong, at the discretion of the party initiating legal action, without regard to its conflict of law principles. The parties agree that any dispute arising under these Terms may be resolved either in the courts of Colorado, USA or Hong Kong, or through binding arbitration in a

mutually agreed neutral location, in accordance with the rules of the [arbitration body, e.g., International Chamber of Commerce (ICC)].

12. Termination

We may suspend or terminate your access to the Service at our sole discretion if we believe you have violated these Terms. Upon termination, you must cease all use of the Service.

13. Changes to Terms

We may update these Terms at any time by posting the updated version on our website or notifying you through the Service. By continuing to use the Service after such changes, you agree to the updated Terms.