

SnappyForge.com Terms Of Service

The Gist:

We run a web application hosting platform called [SnappyForge.com](#) and would **love** for you to use it. SnappyForge.com's basic service is free, and we offer paid upgrades for advanced features such as the ability to pull your SnappyForge application into your website and extra data storage. Our service is designed to give you as much control and ownership over what goes on your web application as possible and encourage you to express yourself freely. However, be responsible in what you publish. In particular, make sure that none of the prohibited items (like spam, viruses, or serious threats of violence) appear on your web applications.

If you find a SnappyForge.com website that you believe violates these Terms of Service, please [visit our dispute resolution & reporting page](#).

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Terms Of Service:

The following terms and conditions ("Terms") govern all use of the SnappyForge.com website and all content, services, and products available at or through the website, including, but not limited to, SnappyForge.com free membership, and SnappyForge.com paid membership, (taken together, our "Services"). Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, [SnappyForge's Privacy Policy](#)) and procedures that may be published from time to time by SnappyForge Inc. (collectively, the "Agreement"). You agree that we may automatically upgrade our Services, and these Terms will apply to any upgrades. Your agreement is with SnappyForge Inc.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of our Services. If these Terms are considered an offer by SnappyForge, acceptance is expressly limited to these Terms.

Our Services are not directed to children younger than 13, and access and use of our Services is only offered to users 13 years of age or older. If you are under 13 years old, please do not register to use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 13 years of age or older.

Use of our Services requires a SnappyForge.com account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

1. SnappyForge.Com.

- **Your SnappyForge.com Account and Website.** If you create a form or application on SnappyForge.com, you are responsible for maintaining the security of your account and application, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the application. You must immediately notify SnappyForge of any unauthorized uses of your application, your account, or any other breaches of security. SnappyForge will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- **Responsibility of Contributors.** If you operate an application, add data to an application, post material to SnappyForge.com, post links on SnappyForge.com, or otherwise make (or allow any third party to make) material available (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using SnappyForge.com, you represent and warrant that your Content and conduct do not violate these Terms or the User Guidelines. By submitting Content to SnappyForge for inclusion on your application, you grant SnappyForge a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing, and promoting your application. If you delete Content, SnappyForge will use reasonable efforts to remove it from SnappyForge.com, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, SnappyForge has the right (though not the obligation) to, in SnappyForge's sole discretion, (i) reclaim your username or application's URL due to prolonged inactivity, (ii) refuse or remove any content that, in SnappyForge's reasonable opinion, violates any SnappyForge policy or is in any way harmful or objectionable, or (iii) terminate or deny access to and use of SnappyForge.com to any individual or entity for any reason. SnappyForge will have no obligation to provide a refund of any amounts previously paid.
- **HTTPS.** We offer free HTTPS on all SnappyForge.com sites by default, including those using our widget to pull your application into your hosted website.
- **Advertisements.** SnappyForge reserves the right to display advertisements on your application unless you have purchased an Ad-free Upgrade or a Pro Account. Enterprise customers will not get ads.
- **Attribution.** SnappyForge reserves the right to display attribution text or links in your site footer or toolbar, attributing SnappyForge.com or the theme author, for example. The toolbar may not be altered or removed. Attribution text or links may

only be hidden if you are subscribed to SnappyForge.com Enterprise or Pro Account.

- **Payment and Renewal.**

- **General Terms.** Optional paid services such as extra forms, applications or data storage are available (any such services, an “Upgrade”). By selecting an Upgrade you agree to pay SnappyForge Inc. the monthly or annual subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a monthly or annual subscription period as indicated.
- **Automatic Renewal.** Unless you cancel your subscription before the end of the applicable subscription period, your Upgrade subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such Upgrade (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Upgrades can be canceled at any time in the Billing section of your SnappyForge.com dashboard.

2. Responsibility Of Visitors.

SnappyForge Inc. has not reviewed, and cannot review, all of the material, including computer software, posted to our Services, and cannot therefore be responsible for that material’s content, use or effects. By operating our Services, SnappyForge Inc. does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. SnappyForge Inc. disclaims any responsibility for any harm resulting from the use by visitors of our Services, or from any downloading by those visitors of content there posted.

3. Content Posted On Other Websites.

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which SnappyForge.com links, and that link to SnappyForge.com. SnappyForge Inc. does not have any control over those non-SnappyForge.com websites, and is not responsible for their contents or their use. By linking to a non-SnappyForge.com website, SnappyForge Inc. does not represent or imply that it endorses such website. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. SnappyForge

Inc. disclaims any responsibility for any harm resulting from your use of non-SnappyForge.com websites and webpages.

4. Third Party Services.

You may enable services, products, software (like themes or plugins), or applications developed by a third party or yourself (“Third Party Services”) on your site.

If you use any Third Party Services, you understand that:

- Third Party Services are not vetted, endorsed, or controlled by SnappyForge Inc.
- Any use of a Third Party Service is at your own risk, and we shall not be responsible or liable to anyone for Third Party Services.
- Your use is solely between you and the respective third party (“Third Party”) and will be governed by the Third Party’s terms and policies. It is your responsibility to review the Third Party’s terms and policies before using a Third Party Service.
- Some Third Party Services may request or require access to your (yours, your visitors’, or customers’) data. If you grant access, your data will be handled in accordance with the Third Party’s privacy policy and practices. We do not have control over how a Third Party Service may use your data. You should carefully review Third Party Services’ data collection, retention, and use policies and practices before enabling Third Party Services.
- Third Party Services may not work appropriately with your website, and we may not be able to provide support for issues caused by any Third Party Services.
- If you have questions or concerns about how a Third Party Service operates, or need support, please contact the Third Party directly.

In rare cases, we may at our discretion, suspend, disable, or remove Third Party Services from your account or website.

5. Copyright Infringement And DMCA Policy.

As SnappyForge Inc. asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by SnappyForge.com violates your copyright, you are encouraged to notify SnappyForge Inc. in accordance with [SnappyForge’s Digital Millennium Copyright Act \(“DMCA”\) Policy](#). SnappyForge Inc. will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. SnappyForge Inc. will terminate a visitor’s access to and use of the website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of SnappyForge Inc. or others. In the case of such termination, SnappyForge Inc. will have no obligation to provide a refund of any amounts previously paid to SnappyForge Inc.

6. Intellectual Property.

This Agreement does not transfer from SnappyForge to you any SnappyForge or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with SnappyForge. SnappyForge, SnappyForge.com, the SnappyForge.com logo, and all other trademarks, service marks, graphics and logos used in connection with SnappyForge.com or our Services, are trademarks or registered trademarks of SnappyForge or SnappyForge's licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any SnappyForge or third-party trademarks.

7. Changes.

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

8. Termination.

SnappyForge may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your SnappyForge.com account (if you have one), you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. Disclaimer Of Warranties.

Our Services are provided "as is." SnappyForge and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither SnappyForge nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. If you're actually reading this, we Thank You! You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

10. Jurisdiction And Applicable Law.

Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of New York, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Nassau County, New York.

11. Arbitration Agreement.

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Nassau, New York, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees.

12. Limitation Of Liability.

In no event will SnappyForge, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to SnappyForge under this Agreement during the twelve (12) month period prior to the cause of action. SnappyForge shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

13. General Representation And Warranty.

You represent and warrant that (i) your use of our Services will be in strict accordance with the SnappyForge Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of our Services will not infringe or misappropriate the intellectual property rights of any third party.

14. US Economic Sanctions.

You expressly represent and warrant that your use of our Services and or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and SnappyForge reserve the right to terminate accounts or access of those in the event of a breach of this condition.

15. Indemnification.

You agree to indemnify and hold harmless SnappyForge, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services, including but not limited to your violation of this Agreement.

16. Translation.

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

17. Miscellaneous.

This Agreement constitutes the entire agreement between SnappyForge and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of SnappyForge, or by the posting by SnappyForge of a revised version.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; SnappyForge may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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