

SPARKnit

Terms of Use

1. INTRODUCTION

All SPARKnit Services, including any updates, enhancements or new features, are subject to these terms and conditions (the "Terms" or the "Agreement").

When you purchase any SPARKnit products or services (the "Services"), you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such purchase. When using particular services, users shall be subject to any posted terms, conditions, guidelines or rules applicable to such services in additions to those in these Terms.

This Introduction is an integral part of this Privacy Policy.

2. ACCEPTANCE

This Agreement forms the conditions of supply of material on, use of, and access to SPARKnit Services. By using the Services, you accept and agree to be bound and abide by these Terms, the Intellectual Property and the SPARKnit Privacy Policy (collectively called Terms).

By accessing the Services, you, the User, agree to these Terms, so please read them carefully before using them. If you do not agree to these Terms, please do not use the Services or its contents.

Some of the Services may be subject to specific conditions established at any time. From now on, such conditions, or any other specific conditions for the Services at any time, shall be referred to as "Specific Terms".

In addition, SPARKnit informs the users of the Services that these Terms and the Specific Terms to the Service can be modified or amended at any time without prior notice. If the User does not want to agree to any changes made, the User should stop using that Service, because by continuing to use the Services the User indicate their agreement to be bound by the updated terms.

If you object to any of these conditions or any subsequent modifications, your only recourse is to immediately discontinue your use of the Services.

3. THE USE OF SERVICES

The User commits to use the Services and the information contained therein properly, and to comply with any given applicable regulation.

You are granted a nonexclusive, nontransferable, revocable, limited license to access and use the content and the software for information and other content related to SPARKnit, its products, and its services. You may use the Services for purposes expressly permitted by SPARKnit. Any other use, including the reproduction, modification, distribution, transmission, or republication of the content on this site is strictly prohibited, except as expressly permitted in writing by SPARKnit or in these Terms.

As a condition of your use of the Services, you warrant to SPARKnit that you will not use the Services for any purpose that is unlawful or prohibited by these Terms and the SPARKnit Privacy Policy, and the SPARKnit Intellectual Property, and any subsequent notices. You may not use the Services in any manner which could damage, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You agree to abide by all applicable laws and regulations.

SPARKnit has no obligation to monitor any user's use of the Services, however SPARKnit retains the right at all times to monitor, retain, and disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request. You will indemnify SPARKnit if SPARKnit suffers any loss or damage or incurs any costs in connection with any breach of these Terms or any other legal obligation by you or your use of or conduct on the Services.

If you become involved in any violation of system security, SPARKnit reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. SPARKnit reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any email messages or publishing or otherwise making available any materials that are believed to violate these Terms.

4. DISCLAIMER OF WARRANTIES

SPARKnit HEREBY DISCLAIM ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES WITH REGARD TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THE SERVICE AND ALL CONTENT THEREIN IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. SPARKnit MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE, FUNCTIONS OR ANY CONTENT CONTAINED THEREIN. SPARKnit DOES NOT REPRESENT OR WARRANT THAT (I) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (V) ERRORS OR DEFECTS WILL BE CORRECTED, OR (VI) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND SPARKnit MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT SPARKnit, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR YOUR PROPERTY ARISING FROM THE USE OF THE SERVICES OR CONTENT THEREON. SPARKnit ' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SPARKnit IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Some states and/or jurisdictions do not allow the exclusion of implied warranties, so some exclusions set forth above may not apply to you.

5. LIMITATION OF LIABILITY

SPARKnit, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF USE, DATA, REVENUE, OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SPARKnit HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGES. IN ALL CASES, SPARKnit WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE OR THAT ARISES OUT OF ANY EVENT BEYOND ITS REASONABLE CONTROL.

Some states and/or jurisdictions do not allow the limitation of liability for incidental, consequential, or certain other types of damages, so some exclusions set forth above may not apply to you.

6. INTELLECTUAL PROPERTY

All content included on this site, such as materials, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software is copyright protected and, except as expressly provided herein or otherwise stated in the Services, SPARKnit does not grant any express or implied rights to use the Materials and you agree not to copy, publish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Site or its Materials, without the prior written approval of SPARKnit. You may not use any part of the material on the Services to establish, maintain, or provide, or assist in establishing, maintaining, or providing your own publications, Internet site, or other means of distribution.

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The trademarks, logos, and service marks (the “Marks”) displayed on this Site are the property of SPARKnit or third parties. You are not permitted to use the Marks without the prior written consent of SPARKnit or such third party that may own the Marks. References to other companies and their products use trademarks owned by the respective companies and are for reference purposes only.

Claimed copyright infringement under United States copyright law should be sent to info@sparknit.com . If you believe that your copyrighted material is posted on any of the Services without your permission, contact us with the following information at info@sparknit.com:

- Your mailing address, telephone number, and your e-mail address;
- A description of the copyrighted work that you believe is infringed;
- A description of the material on the Services that you believe to be infringing your copyrighted work and its location, with enough detail so that we are able to locate it on the Services;

- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you declaring under penalty of perjury that (a) the above information in the notice is accurate, and (b) that you are the owner of the copyright interest involved or are authorized to act on behalf of that owner; and
- Your physical or electronic signature.

7. THIRD PARTY SERVICES

The Services may contain links to other sites, which are not maintained by, or related to, SPARKnit. Links to such sites are provided as a service to users and are not sponsored by or affiliated with SPARKnit. SPARKnit has not reviewed any or all of such sites and is not responsible for the content of those sites. SPARKnit is not responsible for any form of transmission received from any linked sites. SPARKnit makes no representations or warranties about the content, completeness, or accuracy of these links or the sites hyperlinked to the Services. SPARKnit provides links as a convenience, and the inclusion of any link to a third-party site does not necessarily imply endorsement by us of that site or any association with its operators.

8. TRIAL SERVICES

If SPARKnit makes a trial subscription of the Service available, you may use the trial subscription for evaluative and non-production purposes. The trial subscription will expire within a limited period of time indicated in the request process. The Services provided in any trial subscription are provided "As Is" and SPARKnit does not provide technical support or offer any warranties for these services.

9. SPARK COMMUNITY SPECIFIC TERMS

SPARK Community Service (the "Community Service") is an online community of partners, customers, and SPARKnit supporters. They use the site to find product information and tutorials and to ask questions, find solutions and share knowledge about how to best use the SPARK Forms builder and SPARK Workflow designer.

9.1. Disclaimer

Most of the assets and content on Community Service, are submitted by parties other than SPARKnit. That third-party content is the sole responsibility of the originator of that content. SPARKnit is not responsible for any third-party content, whether or not SPARKnit reviewed or moderated such content.

You agree that you bear all risks associated with using or relying on content on the Community Services, regardless of who originated that content (including our employees, partners, affiliates, or moderators).

The assets and content are available through the Community Services may include inaccuracies or typographical errors. Changes are periodically added to the information herein. SPARKnit may make improvements and/or changes to the Community Services at any time. Advice received via the Community Services should not be relied upon for personal, medical, legal, or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

9.2. Access to Community Services

To access the Services or some of the related services or resources, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that the information you provide will be correct, current, and complete and that you will abide by these terms. If SPARKnit believes that the information you provide is not correct, current, or complete or that you have violated any provision in these Terms, it has the right to suspend your access to the Services or the services of our third-party service partners, if any, or to temporarily suspend or permanently terminate your user account, in its sole discretion.

Any passwords are for individual use only. You are responsible for the security of your password and account. SPARKnit will be entitled to monitor your password and, at its discretion, require you to change it. If you choose, or are provided with, a user name, password, or other piece of information as part of security procedures, you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services using your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify SPARKnit immediately of any unauthorized use of your account or any other breach of security. SPARKnit will not be liable for any loss that you may incur as a result of someone else using your account or password. You may not use anyone else's account at any time without the permission of the account holder.

9.3. Use of Community Services

The Community Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, and/or other message or communication facilities designed to enable you to communicate with others. You agree to use the Community Services only to read, post, send, and receive messages and material that are proper and related to the particular Community Service.

SPARKnit has no obligation to monitor the Community Services. However, SPARKnit reserves the right to review materials posted to a Community Service and to remove any materials in its sole discretion. SPARKnit reserves the right to terminate your access to any or all of the Community Services at any time without notice for any reason whatsoever.

SPARKnit reserves the right at all times to disclose any information as SPARKnit deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in SPARKnit's sole discretion.

9.4. Prohibited User Conduct

While using the Community Services, you agree not to engage in any of the following prohibited activities:

- a) Use, display, mirror, or frame the Service, any individual element within the Service, the service name, trademark, logo or other proprietary information, or the layout and design of any portion of the Service, without SPARKnit's express written consent.
- b) Send any unsolicited or unauthorized spam, advertising messages, promotional materials, email, junk mail, chain letters or other form of solicitation.
- c) Use any meta tags or other hidden text or metadata utilizing the Service or trademark, logo, or URL without SPARKnit's express written consent.
- d) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Service.

- e) Reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose any portion of the Service or your access to or use of the Service.
- f) Collect or store any personally identifiable information from other members of the Service without their express permission.
- g) Stalk or otherwise harass another person or entity.
- h) Impersonate or misrepresent your affiliation with any person or entity.
- i) Violate any applicable law or regulation.
- j) Without limiting any other provision of these Terms of Service, allow any other person or entity to use your service Account.
- k) Encourage or enable any other individual to do any of the activities prohibited in these Terms of Service.

9.5. Termination/Access Restriction

SPARKnit reserves the right, in its sole discretion, to terminate your access to SPARK Community Services and the related services or any portion thereof at any time, without notice.

10. MATERIALS PROVIDED TO SPARKnit OR POSTED AT ANY SPARKnit WEBSITE

SPARKnit does not claim ownership of the materials you provide to SPARKnit (including feedback and suggestions regarding ANY SPARKnit material posted on the site) or post, upload, input, or submit to any part of the Services or its associated services for review by the general public, or by the members of any public or private community. However, by posting, uploading, inputting, providing, or submitting (“Posting”) your Submission, you understand and agree that you are giving a license under your intellectual property rights to all authorized users, including the rights to download, copy, modify, distribute, and repost, unless the project licenses specify otherwise. In addition, you are giving SPARKnit all necessary rights to make your Submission(s) available on this site and to make improvements to the site based on your suggestions. SPARKnit does not control, review, revise, endorse, or distribute third-party Submissions.

11. UNSOLICITED IDEA SUBMISSION POLICY

SPARKnit or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans, or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when SPARKnit’s products or marketing strategies might seem similar to ideas submitted to SPARKnit. If, despite our request that you not send us your unsolicited ideas and materials, you still send them, please understand that SPARKnit makes no assurances that your ideas and materials will be treated as confidential or proprietary.

12. SERVICE UPDATES

The Services may need updating from time to time. These updates may temporarily disrupt use of the Services and are designed to improve, enhance, and further develop of our Services and may take the form of bug fixes, enhanced functions, new service offerings, and updated Services. You agree to receive such updates as part of your use of the Services.

13. GOVERNMENT MATTERS

You agree to comply with all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority. You will not export or re-export, or allow the export or re-export of the Service or any part of it or any product, technology or information you obtain or learn pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations. You will obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to applicable export laws, restrictions, and regulations.

As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.2277014(a)(5) or otherwise, all software and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

14. MODIFICATIONS TO THE TERMS OF USE

SPARKnit reserves the right to modify the terms, conditions or its policies relating to the Service at any time, effective upon posting of an updated version of the Terms on the Service. You are responsible for regularly reviewing the Terms. Continued use of the Service after any such changes shall constitute your consent to such changes.

15. MISCELLANEOUS

This "Terms" shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Washington and the United States without regard to conflicts of laws provisions thereof. Any disputes, actions, claims or causes of action arising out of or in connection with this "Terms" or the Service shall be subject to the exclusive jurisdiction of the courts located in King County, Washington. Although fully assignable and transferable by SPARKnit, this "Terms" (including all rights and obligations) are not assignable or transferable by you without the prior written consent of SPARKnit; any attempt to do so shall be void. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this "Terms" is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this "Terms" shall otherwise remain in full force and effect and enforceable. The parties agree that a material breach of this "Terms" adversely affecting SPARKnit' proprietary rights in the Service would cause irreparable injury to SPARKnit for which monetary damages would not be an adequate remedy and that SPARKnit shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law. Both parties agree that this "Terms" is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this "Terms". Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this "Terms" are material bargained for bases of this "Terms" and that they have been taken into account and reflected in determining the consideration to be given by each party under this "Terms" and in the decision by each party to enter into this "Terms".