1. Agreement between user and Formspree

Welcome to Formspree.io. These Terms of Use (the “Terms”) are a legally binding contract between you and Formspree, Inc. The Formspree.io website and other services provided by Formspree, Inc. (our "Services") are comprised of various web pages operated by Formspree, Inc. ("Formspree"). This contract sets out your rights and responsibilities when you use our services. Using any of our Services (including just browsing one of our websites) is offered to you on condition on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of Formspree.io constitutes your agreement to all such Terms. If you don't agree with the Terms, you may not use ours Services. Please read these terms carefully, and keep a copy of them for your reference.

Please note that Section 11. Disputes with Formspree, contains an arbitration clause and class action waiver. By agreeing to the Terms, you agree to resolve all disputes through binding individual arbitration which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions.

Formspree.io is a service that accepts form submissions and sends emails. The service provides a backend for website forms that emails submissions to the user's email address.

2. Privacy

Your privacy is important to us, and your use of Formspree.io is subject to Formspree's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Formspree customers may process users' personal information and are therefore considered separate and independent data controllers of buyers' personal information under EU law. That means that each party is responsible for the personal information it processes in providing the Services. For example, if a Formspree customer accidentally discloses personal information contained in a submission, the customer, not Formspree will be responsible for that unauthorized disclosure.
If, however, Formspree and sellers are found to be joint data controllers of buyers’ personal information, and if Formspree is, fined, or otherwise incurs expenses because of something that you did as a joint data controller of buyer personal information, you agree to indemnify Formspree for the expenses it occurs in connection with your processing of buyer personal information. See Section 9. Indemnification below for more information about your indemnification obligations to Formspree.

3. Electronic Communications

Visiting Formspree or sending emails to Formspree constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing and that your electronic agreement is the same as your signature on paper.

4. Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Formspree is not responsible for third party access to your account that results from theft or misappropriation of your account. Formspree and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Formspree does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use Formspree.io only with permission of a parent or guardian. You are responsible for any and all account activity conducted by a minor on your account.

5. Links to third party sites/Third party services

Formspree.io may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Formspree and Formspree is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Formspree is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Formspree of the site or any association with its operators.
Certain services made available via Formspree.io are delivered by third party sites and organizations. By using any product, service or functionality originating from the Formspree.io domain, you hereby acknowledge and consent that Formspree may share such information and data with any third party with whom Formspree has a contractual relationship to provide the requested product, service or functionality on behalf of Formspree.io users and customers.

6. No unlawful or prohibited use/Intellectual Property

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use Formspree.io strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Formspree that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. This includes any local, state, federal, and international laws that may apply to you.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Formspree or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

7. Your use of our services

As a global company based in the US with operations in other countries, Formspree must comply with economic sanctions and trade restrictions, including those implemented by the Office of Foreign Assets Control (“OFAC”) of the US Department of the Treasury. You may not use the Services to enable any person (including you) to benefit any activities Formspree has identified as a prohibited business or activity (collectively, “Prohibited Businesses”). Prohibited Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC). You may not use Formspree to enable individuals or entities identified on sanctions lists such as OFAC’s Specially Designated Nationals (“SDN”) List or Foreign Sanctions Evaders (“FSE”) List.

You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You are responsible for paying all fees that you owe to Formspree. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. You agree not to “crawl,” “scrape,” or “spider” any page of the Services. You agree not to interfere
with or try to disrupt our Services, for example by distributing a virus or other harmful computer code.

We love your suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to Formspree are considered non-confidential and non-proprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sublicensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

8. **International Users**

The Service is controlled, operated and administered by Formspree from our offices within the United State of America. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Formspree Content accessed through Formspree.io in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

9. **Indemnification**

You agree to indemnify, defend and hold harmless Formspree, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Formspree reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Formspree in asserting any available defenses.

10. **Liability disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. FORMSPREE.IO AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

FORMSPREE.IO AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE,
PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. FORMSPREE.IO AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FORMSPREE, INC. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FORMSPREE, INC. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

11. Disputes with Formspree

If you are upset with Formspree, please let us know and we hope to resolve your issue. If we are unable to, these rules govern any legal dispute regarding our Services.

The Terms are governed by the laws of the State of Texas, without regard to its conflict of laws rules, and the laws of the United States of America. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.

You and Formspree agree that any dispute or claim arising from or relating to the Terms shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms you can find them here or by calling the AAA at 1–800–778–7879). Arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an
individual basis--class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, you and Formspre are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in “small claims” court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

Payment for any and all reasonable AAA filing, administrative, and arbitrator fees will be in accordance with the Consumer Arbitration Rules. If the value of your claim does not exceed $10,000, Formspre will pay for the reasonable filing, administrative, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.

If either you or Formspre intends to arbitrate under these Terms, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating the arbitration. Notice to Formspre should be sent to Formspre at disputes@formspre.io. Notice to you will be to your email address(es) and street address(es), if any, that Formspre has in its records at the time the notice is sent. The notice must describe the nature of the claim and the relief being sought. If we are unable to resolve the dispute within 30 days, either party may then proceed to file a claim for arbitration.

Any legal action against Formspre related to our Services must be filed and take place in San Antonio, TX. That means the seat of any arbitration shall be San Antonio. If for any reason a Dispute proceeds in court rather than through arbitration, all such Disputes (regardless of theory) arising out of or relating to these Terms, or the relationship between you and Formspre, will be brought exclusively in the courts located in the state court located in Bexar County, Texas or the United States District Court for the Western District of Texas. In such cases, you and Formspre agree to submit to the personal jurisdiction of the courts located within the county of San Antonio, Texas or the Western District of Texas, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

If you are a government agent or entity in the United States using the Services in your official capacity, and you are legally unable to agree to the clauses in this section, then those clauses do not apply to you. In that case, the Terms and any action related to the Terms will be governed by the laws of the United States (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Texas.
12. Chargeback/Refund Policy

Customer shall pay the fees applicable to the Paid Plan that Customer selected at the time of initial sign-up. Customer may opt to upgrade or downgrade to any other Paid Plan that Formspree is currently offering at any time during Customer's subscription term; provided that a downgrade will be not be effective until the renewal of subscription term.

All fees are non-cancelable and non-refundable, including in case of Customer’s termination of the subscription term. Customer pays in advance total fees for the subscription term, and in advance at renewal for any renewal term. No refunds will be provided for the unused portion of the subscription term or renewal term in case of termination. Following any termination, however, Customer will continue to have access to the Paid Plan Services through the end of Customer’s then-current subscription term.

Formspree reserves the right to change the fees or to institute new charges or to otherwise change the terms and conditions applicable to the Paid Plans; provided, however, that any such changes will apply only (a) to new Services procured after the changes; and (b) to continuing Services for any renewal term(s) starting after notice of such changes was provided or such earlier time as Customer affirmatively accepts the modified terms.

Customer is responsible for all sales, use, value added and similar taxes of any nature associated with Services other than U.S. taxes based on Formspree's income.

If you have a question about charges made to your account, please contact us immediately. If the charges were made in error, we will immediately credit your account or credit card account for the appropriate amount.

Formspree has a zero tolerance policy for chargebacks. Any customer who disputes a credit card payment that is found to be valid will be permanently blacklisted and barred from use of the Service. Any past due fees and costs will be sent to collections. If our collection efforts fail, unpaid debts will be reported to all available credit reporting agencies.

If an account is suspended for violation of Terms, Formspree is not obligated to provide a refund, and will do so solely at its discretion.

13. Publicity

You agree that we may identify you as a customer in our promotional and marketing activities and on our website.
14. **Termination/access restriction**

Forms spree reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Forms spree as a result of this agreement or use of the Site. Forms spree’s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Forms spree’s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Forms spree with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Forms spree with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Forms spree with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

15. **Changes to Terms**

Forms spree reserves the right, in its sole discretion, to change the Terms under which Forms spree.io is offered. The most current version of the Terms will supersede all previous versions. Forms spree encourages you to periodically review the Terms to stay informed of our updates.

16. **Contact Us**

Forms spree welcomes your questions or comments regarding the Terms. You may contact us via email at team@forms spree.io.
Effective Date: 10/31/18