

# Terms of Service

Welcome to SnipMail 🙌.

SnipMail was created by a collective of doers, engineers, dreamers, and creatives at codequest.

Please read on to learn the rules and restrictions that govern your use of our website(s), products, services, and applications (the "Services").

If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at [hello@codequest.com](mailto:hello@codequest.com)

## Acceptance Of Terms

These Terms of Use (the "Terms") are a binding contract between you and codequest sp. z o.o., ("codequest," "we" and "us"). You must agree to and accept all of the Terms, or you don't have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy and Security Policy.

## Reuse

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You're welcome to adapt and use this document for your own needs. If you make an improvement, we'd appreciate it if you would let us know so we can consider improving our own document.

## **Your Agreement with us**

Your use of the SnipMail Service is governed by this agreement (the "Terms"). The "Service" means the services codequest makes available. They include using the SnipMail add-on and any other software, sites, and services offered by codequest in connection to any of those.

In order to use the Service, You (the "Customer", "You", or "Your") must first agree to the Terms. You understand and agree that we will treat Your use of the Service as acceptance of the Terms from that point onwards.

We may make changes to the Terms from time to time. You may reject the changes by terminating Your account. You understand and agree that if You use the Service after the date on which the Terms have changed, we will treat Your use as acceptance of the updated Terms.

If you have any questions about the Terms, please [contact us](#).

## **Service Policies and Privacy**

The Service shall be subject to the privacy policy for the Service available at Privacy Policy, hereby expressly into the Terms of Service by reference. You agree to the use of Your data in accordance with SnipMail's privacy policies.

## **Ideas and Feedback**

You may choose to or we may invite You to submit comments or ideas about the Service, including but not limited to ideas about improving the Service or our products ("Ideas"). By submitting any Idea, You agree that Your disclosure is unsolicited and without restriction and will not place us under any fiduciary or other obligation and that we are free to use the Idea without any additional compensation to You, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

## **Modification of the Service**

- You acknowledge and agree that the Service may change from time to time without prior notice to You.
- Changes include, without limitation, changes to policies, security patches, added or removed functionality, and other enhancements or restrictions.
- We shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **License from SnipMail and Restrictions**

All of the content available on or through the Service, including without limitation, text, photographs, graphics, logos, trade/service marks, and/or audiovisual content, but expressly excluding Customer Email Content, is

owned and/or controlled by SnipMail, or other licensors or Service users and is protected, as applicable, by copyright, trademark, trade dress, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Service and any underlying technology or software used in connection with the Service contain our proprietary information.

You may not (and You may not permit anyone else to): (a) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof, unless this is expressly permitted or required by law, or unless You have been specifically told that You may do so by the SnipMail team, in writing (e.g., through an open-source software license); or (b) attempt to disable or circumvent any security mechanisms used by the Service.

You may not attempt to gain unauthorized access to any of the Service, computer systems, or networks through hacking, password mining, or any other means.

Without limiting anything else contained herein, you agree that you shall not (and you agree not to allow any third party to):

- remove any notices of copyright, trademark or other proprietary rights contained in/on or accessible through the Service or in any content or other material obtained via the Service;
- use any robot, spider, website search/retrieval application, or another automated device, process or means to access, retrieve or index any portion of the Service;
- reformat or frame any portion of the web pages that are part of the Service;
- use the Service for commercial purposes not permitted under these Terms;

- attempt to defeat any security or verification measure relating to the Service;
- provide or use tracking or monitoring functionality in connection with the Service, including, without limitation, to identify other users' actions or activities;
- collect or store personal data about other users in connection with the prohibited activities described in this paragraph.

### **Our Copyright Dispute Policy**

We respect the intellectual property of others and require that our users do the same. It is our policy to terminate the use of SnipMail of repeat infringers. If you believe that material or content residing on or accessible through the Service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Copyright Agent listed below:

- identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the SnipMail Service (providing the URL(s) of the claimed infringing material satisfies this requirement);
- information reasonably sufficient to permit us to contact you, such as an address, telephone number, and an email address;
- 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, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and
- your physical or electronic signature.

Our Designated Copyright Agent for notification of claimed infringement can be reached by email at [hello@codequest.com](mailto:hello@codequest.com) or at the following postal address:

Attn: Designated Copyright Agent

codequest sp. z o.o.

Zamiany 8 LU 202

02-786 Warsaw

### **Disclaimer of Warranties**

IF YOU ACCESS THE SERVICE, YOU DO SO AT YOUR OWN RISK. WE PROVIDE THE SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT THE SERVICE IS MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY ANY OTHER USERS OF THE SERVICE OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CODEQUEST MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND

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### **Limitations on Liability**

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR REGISTRATION. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION, EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID TO UTILIZE THE SERVICE OR (B) ONE HUNDRED DOLLARS (\$100). IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR ANY BODILY INJURY, EMOTIONAL DISTRESS, DEATH OR ANY OTHER DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, WHETHER ONLINE OR OFF-LINE, OR OTHERWISE IN CONNECTION WITH THE SERVICE. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WORK

STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR ANY PERSONAL INJURY OR PROPERTY DAMAGES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

### **Indemnification**

You agree to hold harmless and indemnify codequest, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners (collectively "codequest, and Partners") from and against any third party claim arising from or in any way related to (a) Your breach of the Terms, (b) Your use of the Service, (c) Your violation of applicable laws, rules or regulations in connection with the Service, or (d) Your Customer Source Code, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. In such a case, codequest will provide You with written notice of such claim, suit, or action.



## **Choice of Law and Dispute Resolution**

The Terms of Service shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of Poland as applied to contracts made and performed entirely within Poland, without giving effect to any conflicts of law statutes. Any controversy, dispute, or claim arising out of or related to the Terms of Service or the Service shall be settled by final and binding arbitration to be conducted by an arbitration tribunal in Poland, pursuant to the rules of the Polish Arbitration Association. Any and all disputes that you may have with codequest shall be resolved individually, without resort to any form of class action.

## **General Legal Terms**

The Terms constitute the whole legal agreement between You and codequest and govern Your use of the Service and completely replace any prior agreements between You and codequest in relation to the Service.

If any part of the Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

The failure of codequest to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

You agree that if codequest does not exercise or enforce any legal right or remedy which is contained in the Terms (or which codequest has the

benefit of under any applicable law), this will not be taken to be a formal waiver of codequest's rights and that those rights or remedies will still be available to codequest.

We shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

We may assign this contract at any time to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity.