FLDR

By using FLDR and all of its Services, including all owned apps and web site Services, you are agreeing to be bound by all terms and conditions set forth below. If you do not agree with or do not accept these terms, do not use any Services owned or operated by FLDR, LLC.

ARBITRATION NOTICE (ACTUAL ARBITRATION CLAUSE IS CONTAINED LATER IN THIS DOCUMENT): BY ACCEPTING THESE TERMS, YOU AGREE THAT DISPUTES BETWEEN YOU AND FLDR, LLC WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION OR CLASS-WIDE ARBITRATION.

**Basic Terms And Who Can Use The Services.**

All users must be 13 years or older to create an account and use this and any Service, owned and operated by FLDR, LLC.

This is a legally binding contract.

You must be able to form a binding contract with FLDR, LLC to use this Service.

You are using this application and all Services provided by FLDR, LLC at your own risk and understand that FLDR, LLC cannot and will not be responsible for the Content posted, saved, shared or otherwise stored with this Service. If you violate any of these terms or create risk or possible legal exposure to FLDR, LLC we can terminate your right to use any or all of our Services. It is at FLDR, LLC’s sole discretion to terminate your access to this Service if we find you to be in violation of any terms set forth in this contract.

Upon termination or deletion of your account by our discretion or your own, all access, rights, and licenses granted to you will immediately cease.

You will not create an account for any other user other than yourself or allow access to your account by any other person or entity.

You are not a person barred from receiving this Service under the laws of the United States or other applicable local, national or international jurisdictions.

You are responsible for maintaining the security of your personal login information, including your password, email address and any other means of accessing your account, including loss of or allowing access to your personal hardware, i.e. smart phone device, lap top or any other means you use to access the Service. We recommend changing your password every few months and keeping your smart phone or other devices locked via password or other means of security. Do not select a password that you use with other services.

You will not attempt to gain access to another FLDR users account with or without their permission. You will not solicit user password or any other login information under any circumstances.

You agree that you are responsible for any charges your mobile service provider may charge you while using our services, including but not limited to, text messages, data usage, or roaming charges that may be part of your mobile phone plan.

You will not bully, harass, stalk or conduct any behavior in attempt to prevent another user from using or enjoying the Service.

You will not spam, email, text or in any way send unwanted or unsolicited information to another user of the Service for either profit or an attempt to access further information about a specific user.

You will not store, save, text, email, post any pornographic, nude, partially nude, sexually suggestive violent, hateful, discriminatory, defaming, harassing, intimidating, unlawful, or infringing content via the Service.

You may not use the Service for anything that is illegal or prohibited by these Terms.

You are solely responsible for any activity that occurs in or as a result of use of your account. You must have the right or author’s permission for any and all posts stored, saved or otherwise shared with members of the FLDR community.

If you are using the Service on behalf of a business or entity, you must have full rights to act on behalf of the business as well as the right to agree to the terms of Service on behalf of that business or entity.

You will not sell, license or otherwise grant permission to your account to any person, business or entity, nor allow them access to any of your content.

You will not use the Service for any illegal activity. You must use the Service in accordance with all local jurisdictional, national, federal or international law, including but not limited to, privacy laws, copyright laws or intellectual-property rights.

Via the Service, you will not store, save, email text, post or otherwise share personal information, of any individual, business or entity, including but not limited to, social security numbers, EIN numbers or other national identifiers, credit card numbers, bank information public or private phone numbers, email addresses, places of employment, home addresses or any other information that could jeopardize the private and personal security or financial information of any individual, business or entity.

**General Rights and Conditions**

FLDR, LLC grants you as the user a license to access and use the Service and content that is worldwide, royalty-free, fully paid, nonexclusive, revocable, and non-sublicensable. As the user, you own all of your own content that you post, save or otherwise share within the Service. You will not sell or sub-license your account to any other user or entity. You will not attempt to identify your account or any of your stored, saved or shared content, as owned, affiliated or otherwise part of the FLDR, LLC or any of its Services. You will not use the name FLDR or any of it trademarks, logos or other branding in any of your content shared within FLDR or posted on any third party sites whether you own them or not in an attempt to have FLDR affiliated with that content or in an attempt to gain personal or financial information from any other users of the FLDR community.

FLDR, LLC will not attempt to claim any ownership over user content, however by agreeing to these terms, you do grant us fully paid, royalty-free, non-exclusive, transferable, sub-licensable, worldwide license to use or access and use your content as we see fit without providing you any compensation for said use. How we choose or access this content can be reviewed in our Privacy Policy.

You may also provide us feedback on how you feel we could improve the service. However, if you volunteer feedback or suggestions, we may use your ideas without obligation to provide you any compensation.

You will not attempt to identify yourself or create a username in an attempt to identify yourself as anyone other than yourself. You will not create a username in an attempt to claim to be an agent or representative of any business or entity that you do not have the right to represent. We can force the forfeiture of any username for any reason at any time.

FLDR, LLC and it Services may be supported by advertisers and you agree that from time to time FLDR LLC may place such advertisements throughout the service including in conjunction with your Content. Some, but not all of this content may be identified as sponsored.

You will not use any robot, spider, crawler, scraper or any automated device to interface with the service.

You will not create a third party application to interact with the Service to access user content or information or try and access the Service’s private API, without prior written permission to do so.

You will not try to alter, interfere or otherwise disrupt access to the Service.

While law does not require us to do so, we may from time to time review, delete or otherwise remove content that we feel violates our terms of Service or otherwise infringes on the harmony of our community. You alone are responsible for the content that you are uploading, saving, sharing, storing or otherwise posting in the Service. All content must abide by our terms and conditions as well as your local jurisdictional, national, federal or international laws.

You must not attempt to interfere with any of the Services in any way that could be disruptive or harmful to the Service, including attempting to access FLDR, LLC’s API, web services or any other software. You may not attempt to upload any viruses, malware, worms or any other spyware that can act in a disruptive nature to any of the Services provided by FLDR, LLC.

FLDR, LLC reserves the right to terminate a user’s account or access to any of our Services at any time for any reason without advance notice. Termination of your account will include the deletion of all content stored, saved, posted or otherwise shared within the Service if we feel you are in violation of any of our terms or conditions. FLDR, LLC also reserves the right to refuse access to FLDR or any of its Services for any reason at any time. If you decide to delete your account, all access to your content will also be permanently deleted and removed from the Service. Deleted or terminated accounts are not recoverable.

We may change these terms of Service at any time, but will try to provide advanced notice when possible as to stay up to date with any new local, federal national or international laws that may require us to do so. Terms and conditions may also change as we increase or decrease Services via updates or other improvements to the Service that may require us to do so. By continuing to the use the Service you are agreeing to be bound to the most up to date terms and conditions no matter when you started using the Service. If you do not agree with any of the updates or new terms and conditions, please discontinue using the Service at that time.

You will not hold FLDR, LLC responsible for any lost data, images or other content you have stored, saved, posted, shared or otherwise maintained in the Service, whether we discontinue the Service, experience a crash or our Service is otherwise disrupted beyond our control. From time to time, the Service may be temporarily unavailable due to service upgrades, routine maintenance or certain unforeseen circumstances beyond our control. You acknowledge that the internet may experience a breach of security and you will not hold FLDR, LLC liable for any accessed, viewed or lost content beyond our control. Do not rely on the Service as your one means for backing up data. Any Content or information saved to the Service should also be backed up on a secondary device or storage system.

You may occasional access third party web sites, via web links, barcode scans, or content shared by other users via text messages or email or posts shared directly into our Service. You will not hold FLDR, LLC responsible for any content you find objectionable or in violation of your rights or our terms and conditions as a result of third parties not owned or operated by FLDR, LLC. Many of the web links, including web sites or products returned via barcode scans you receive via the Service are provided to you by third parties, and we cannot be held responsible for any content you access via these third parties.

We currently offer barcode scanning of products that can be found on Amazon.com or Amazon related entities. All barcode scan results are currently supplied to us by Amazon Services. On occasion, some barcode scans may return products that are different from what you scanned. We cannot be held responsible in the event a barcode scan returns a product or image to a product that is not what you expected or you find objectionable. We do not control any of the content, images or any other information that you come across while bar code scanning any products while using the Service and take no responsibility for that content.

Any business dealings, purchases or correspondence you may have with third parties found through the Service are solely between you and the third party.

All users have sole control of the content they save, store, post or otherwise share with other members of the FLDR community. You are solely responsible for your interaction with other users of the Service whether online or offline. While we do occasional review the content and try to delete what we feel is in violation of our terms, conditions and general standards, we do not control nor take responsibility of any content shared with you or stored by any users of the Service. You warrant that you own all Content that you are posting, saving or otherwise sharing within or out of the Service, or have received license from the owner of the Content to do so. You will take full responsibility and acknowledge that FLDR, LLC has no control over the Content you post, save, share or receive while using any of the FLDR, LLC Services and FLDR, LLC cannot be held responsible for any content that is posted, saved or shared that violates any terms or conditions of this Service or any local, national, federal or international laws, including but not limited to, copyright, trademark or intellectual property laws. You agree that FLDR, LLC is not responsible for any user conduct or Content that they save, share, store or post while using the Service. If you find content or receive content that you feel violates your rights, copyright laws, trademark laws or consists of any violations or our general terms and conditions, you may email us at [app@myfldr.com](mailto:app@myfldr.com). If you are contacting us about copyright violations, you must be the owner of the copyright or have written authorization to act on the owner’s behalf. We do not want our services used in a way that would ruin the community of FLDR or otherwise violate any local, national, federal or international law. FLDR, LLC reserves the right, but has no obligation to monitor or become involved in disputes between users or users and third parties.

**Disclaimers of Warranties**

THE SERVICE, INCUDING ALL ITS CONTENT IS PROVIDED “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS AND TO THE FULLEST EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, FLDR, LLC, NOR ITS OFFICERS, EMPLOYEES, MANAGERS OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO (A) THE SERVICE; (B) THE FLDR, LLC CONTENT, (C) USER CONTENT; (D) AVAILABILITY OF THE SERVICE, (E) THE SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO FLDR, LLC OR VIA THE SERVICE OR (F) ACCURACY OF CONTENT. THE SERVICES ARE PROVIDE TO THE FULLEST EXTENT PEMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGMENT, AND WITH FREEDOM FROM VIRUSES. BY ACCESSING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

FLDR, LLC TAKES NO RESPONSIBILITY AND DOES NOT ASSUME ANY LIABILITY FOR ANY CONTENT THAT, ANOTHER USER, THIRD PARTY CREATES, UPLOADS, STORES, SHARES, SAVES OR OTHERWISE POSTS TO OR FROM THE SERVICE. YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO CONTENT THAT YOU FIND OFFENSIVE, MISLEADING OR OTHERWISE INAPPROPRIATE, NONE OF WHICH YOU WILL HOLD FLDR, LLC RESPONSIBLE FOR. YOU ARE USING FLDR, LLC SERVICES AT YOUR OWN RISK.

FLDR LLC, DOES NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIMS ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE, INJUROUS, CLAIM OR LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED ON OR RESULTING FROM ANY CONTENT (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE).

FLDR, LLC DOES NOT REPRESENT THAT THE SERVICE WILL BE FLAWLESS AND FROM TIME TO TIME YOU MAY ENCOUNTER ERRORS THAT MAY OR MAY NOT BE REPAIRED. THE SERVICE DOES NOT GUARANTEE THAT IT WILL NEVER BE DISRUPTED OR FREE FROM HARMFUL CONTENT AND THAT ALL CONTENT IN THE SERIVCE IS ACCURATE. FLDR, LLC DOES NOT WARRANT THAT USE OF THE SERVICE IS LAWFUL IN EVERY JURISDICTION, AND THE FLDR PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS WILL NOT ALLOW THE DISCLAIMER IF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMNER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION’S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

**LIMITIATION OF LIABILITY**

FLDR, LLC AND OF ITS OWNERS, MANAGERS, EMPLOYEES, AFFILIATES, PARTNERS AND SHAREHOLDERS WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, DIRECT, EXEMPLARY, THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) USER CONTENT; (C) FLDR CONTENT; (D) YOUR ACCESS OR INABILITY TO ACCESS THE FLDR SERVICE OR FLDR SERVICES; (E) CONDUCT OF OTHERS USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES; (F) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF FLDR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (G) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS. (H) ANY DAMAGE TO ANY PERSONAL HARDWARE OR SOFTWARE, INCLUDING BUT NOT LIMITED TO MOBILE AND DESKTOP DEVICES; (I) ANY FLAWS IN THE SERVICES OPERATION OR MISSING INFORMATION REGARDING THE SERVICE AND ITS OPERATIONS. IN NO EVENT WILL FLDR, LLC OR ANY OF ITS OWNERS, MANAGERS, EMPLOYEES, OR SHAREHOLDERS OR ANY PARTNERS OR AFFILIATES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE, INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY IN AN AMOUNT TO TOTAL MORE THAT $100 USD OR MORE THAN THE AMOUNT YOU MAY HAVE PAID FLDR, LLC IN THE LAST TWELVE MONTHS.

**Indemnity**

You as either an individual user, business or other entity using the service agree to the extent permitted by law, to indemnify, defend, and hold harmless, FLDR, LLC, our directors, owners, employees, shareholders, agents, and affiliates from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (relating to claims or actions) due to, arising out of, or relating in any way to: (a) your access to or use of the Services; (b) your content; (c) your breach of these terms, (d) any and laws you have violated by how you have used the Service; (e) any misrepresentation made by you. You will cooperate as required by FLDR, LLC in defense of any claim. FLDR, LLC reserves the right to assume the exclusive defense and control of any matter subject to indemnity by you, and will you not in any event settle any claim without prior written consent of FLDR, LLC.

**Arbitration**

Applicability of Arbitration Agreement. You and FLDR, LLC agree that any controversy or claim arising out of or relating to this contract, or breach thereof (whether or not such disputes involve a third party), that cannot be resolved in small claims court shall be settled by binding individual arbitration administered by the American Arbitration Association and all parties agree to hereby expressly waive trial by jury. This is to include all claims and disputes, whether contract, tort, including all statutory claims and disputes, arising out of or relating to these Terms of Service. You and FLDR, LLC are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. You may only bring claims on your own behalf. Neither you nor FLDR, LLC will participate in a class action or class-wide arbitration for any claims covered by this agreement. If the American Arbitration Administration is not available to arbitrate within 160 days of filing the case, then either party can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. All arbitration will be administered through a neutral arbiter.

Claims or disputes that seek $10,000.00 USD or less can be resolved through binding non-appearance arbitration, at the option of the party seeking relief. Any claim greater than $10,000 USD, will have the right to a hearing to be determined by the arbitral forum’s rules. Any judgement on the award rendered by the arbitrator may be entered on any court of competent jurisdiction. In cases of Non-appearance arbitration, the arbitration may be conducted by telephone, online, written submissions or any of combination of the three. Neither party will have to make any personal appearance unless the parties mutually agree otherwise. You will not participate in any claims brought in by a private attorney in general or representative capacity or consolidated claims involving another user and their account if FLDR, LLC is a party to the proceeding. No arbitrator will have the authority to award damages, remedies or awards that conflict with these Terms of Use.

You may opt out of this agreement to arbitrate. If you do so, neither you nor FLDR, LLC can force the other to arbitrate. To opt out, you must notify us in writing no later than 30 days after first becoming subject to this arbitration agreement. Your notice must include, your full legal name, email address (if used to set up your FLDR account) and FLDR user name if you have one and your written statement that you want to opt out of this arbitration agreement. Statements cannot be withdrawn once submitted. You must email your opt out statement to [app@myfldr.com](mailto:app@myfldr.com). This arbitration agreement will survive the termination of your relationship with FLDR, LLC.

**Time Limit On Claims**

By agreeing to use the Service as set forth by our terms and conditions, you agree that any claims you have arising out of your use of or related to the Service must be filed within one year after the claim arose, otherwise your claim will be permanently barred from submission.

**Governing Law & Venue**

These Terms of Use are governed by and construed in accordance with the laws of the State of Delaware, with giving effect to any principals of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. You and FLDR, LLC agree that all claims and disputes, arising out relating to these Terms and Conditions, whether, contract, tort, or otherwise, including statutory claims and disputes will be litigated exclusively in the State of Delaware and in the County courts of New Castle.

**Severability**

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.

**Final Terms**

These terms make up the entire agreement between you and FLDR, LLC, and supersede any prior agreements, including if you are using this Service on behalf of any business or entity. These terms do not confer any third party rights. If we do not enforce any provision of these terms, it will not be considered a waiver of that or any terms. We reserve all rights not expressly granted to you. You may not transfer any of your rights or obligations under these Terms without our consent. You will not assign the Terms of Use or assign any rights, whole or in part, without prior written consent of FLDR, LLC.

If you have any questions, please contact us at app@myfldr.com