

Terms of Service

Latest update: 18th April 2022

Your affirmative act of using the Snips app, all associated websites and APIs associated with it (i.e. served from <https://snips.app>) or services ("Snips") signifies that you agree to the following terms and conditions of use ("Terms of Service"). If you do not agree, do not use Snips. Snips is the property of Aleksei Zverev ("us", "we" or "our"). Contact details: snips.experiences@gmail.com

1. Changes to the Terms of Service

We may change these Terms of Service at any time. If you continue to use Snips after we post changes to these Terms of Service, you are signifying your acceptance of the new terms. You will always have access to our Terms of Service and will be able to check it at any time. By reloading this page, you will have the most up-to-date version available to Snips users.

2. Changes to Snips

We may discontinue or change any service or feature on Snips at any time without notice. We do not guarantee backward compatibility of our services and Application Programming Interface (API) in this case.

3. Ownership of information; redistribution of data

Unless otherwise noted, all rights, titles, and interests in Snips, and all information made available through Snips or our services, in all languages, formats, and media throughout the world, including, but not limited to, all copyrights and trademarks therein, are the exclusive property of Snips, our affiliates or our Data Providers, as defined in section 6 (disclaimer regarding content) below.

All rights, title and interest in and to any data or/and other information provided by us, and all such data/information made available by us through Snips or our services, in all languages, formats and media throughout the world, including all copyrights and trademarks therein, are our property, the property of our affiliates or our Data Providers (as applicable).

You may not use any data mining, robots or similar data gathering and extraction tools on the Snips content, frame any portion of Snips or its content, sublicense, assign, transfer, sell, loan, or otherwise distribute for payment the Snips content without our prior written consent. You may not circumvent any mechanisms included in the Snips content for preventing the unauthorized reproduction or distribution of the Snips content. For additional information on commercial and partnership inquiries with us, please see the Contacts page.

Except as otherwise expressly permitted by the preceding paragraph, you agree not to sell any of the services or materials in any manner or for any purposes, without the prior expressed written consent of Snips and/or our Data Providers. In addition, you shall not, without the prior expressed written consent of Snips and the relevant Data Providers, make copies of any of the software or documentation that may be provided, electronically or otherwise, including, but not limited to, translating, decompiling, disassembling or creating derivative works.

Except as otherwise expressly permitted by additional agreement, we do not permit commercial usage of any of our services or APIs. We make no warranty and assume no obligation or liability for third party services or software. Please see the section on third party software below for further information.

4. Attribution

Snips grants all users of the Snips app, and all other available versions of the site, to use snapshots of Snips charts in analysis, press releases, books, articles, blog posts and other publications. In addition, Snips grants the use of all previously mentioned materials in education sessions, the display of Snips charts during video broadcasts, which includes overviews, news, analytics and otherwise use or promote Snips charts or any products from the Snips app on the condition that Snips attribution is clearly visible at all times when such charts and products are used.

Attribution must include a reference to Snips, including, but not limited to, those described herein.

Use of Snips screenshots and interface during video or other promotions where Snips attribution is not visible, must include a description of the product used therein. For instance: "Virtual portfolio by Snips." Font size should not be less than 10 PT = 13PX = 3.4MM.

Users who disobey this attribution rule herein may be banned permanently, and other legal actions may be taken to ensure compliance. This includes, but is not limited to, cease-and-desist warnings, court orders, injunctions, fines, damages relief, and so on.

5. Third party sites and advertisers

Snips may include links to third party websites. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. You agree that Snips shall not be held liable for any trading activities or other activities that occur on any website you access through links on Snips. We provide these links as a convenience, and do not endorse the content or services offered by these other sites. Any dealings that you have with advertisers found on Snips are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

Unauthorized soliciting on Snips is strictly prohibited and may result in penalties, including, but not limited to, temporary or permanent bans of the account found in violation, and any appropriate and available legal action for monetary and other damages.

6. Disclaimer regarding content

Snips cannot and does not represent or guarantee that any of the information available through our services or on Snips is accurate, reliable, current, complete or appropriate for your needs. Various information available through our services or on Snips may be specially obtained by Snips from professional businesses or organizations, such as exchanges, news providers, market data providers and other content providers, who are believed to be sources of reliable information (collectively, the "Data Providers").

Nevertheless, due to various factors — including the inherent possibility of human and mechanical error — the accuracy, completeness, timeliness, results obtained from use, and correct sequencing of information available through our services and app are not and cannot be guaranteed by Snips. We make no warranty and assume no obligation or liability for scripts, indicators, ideas and other content of third parties. Your use of any third-party scripts, indicators, ideas and other content is at your sole risk.

7. Disclaimer regarding investment decisions and trading

Decisions to buy, sell, hold or trade in securities, commodities and other investments involve risk and are best made based on the advice of qualified financial professionals. Any trading in securities or other investments involves a risk of substantial losses. The practice of "Day Trading" involves particularly high risks and can cause you to lose substantial sums of money. Before undertaking any trading program, you should consult a qualified financial professional. Please consider carefully whether such trading is suitable for you in light of your financial condition and ability to bear financial risks. Under no circumstances shall we be liable for any loss or damage you or anyone else incurs as a result of any trading or investment activity that you or anyone else engages in based on any information or material you receive through Snips or our services.

8. Disclaimer regarding hypothetical performance results

Hypothetical performance results have many inherent limitations, some of which are mentioned below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and actual results subsequently achieved by any particular trading program.

One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example the ability to withstand losses or to adhere to a particular trading program in spite of the trading losses are material points, which can also adversely affect trading results. There are numerous other factors related to the market in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

9. Registered users

Certain services, such as accessing financial data, virtual portfolio data and ability to interact with most features of the app, are available only to registered users of the Snips app and require you to sign in. If you register as a user (a "Subscriber") of any of the features of Snips, during the registration process you may be prompted to click "Play now", "Continue with Google", "Continue with Apple", "Register" or a similar button; your clicking on such button will further confirm your agreement to be legally bound by these Terms of Service. Please note that you do not have to provide personal data in order to be considered a subscriber, as long as your individual session is associated with using a Snips user identifier.

In consideration of your use of the Snips app, you represent that you are of legal age to form a binding contract and are not a person barred from receiving Snips services under the laws of the United Kingdom or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Snips's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Snips has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Snips has the right to suspend or terminate your account and refuse any and all current or future use of the Snips services (or any portion thereof).

You represent and warrant that you have all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to your content. If you use third-party materials, you represent and warrant that you have the right to distribute third-party material in the content. You agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit the material. We may remove your content without notice if we reasonably believe that you're in violation of our Terms of Service.

10. Derived Data

Any data related to market data, financial statements, performance, including price, may or may not undergo a derivation process before being displayed in the Snips app, or returned by the Snips API. Market data is sourced and supplied from various sources and can therefore be blended, obscured or processed prior to being accessible by the end user. Any such data available in the Snips app or the Snips API must never be used to make investing decision, and is provided for users' entertainment and education purposes.

11. Access and security

You accept responsibility for the confidentiality and use of any username, email address, or credentials used to register for your access to and use of our services. You are responsible for maintaining the confidentiality of your credentials and account and are fully responsible for all activities that occur under your credentials or account. You agree to (a) immediately

notify Snips of any unauthorized use of your credentials or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Snips cannot and will not be liable for any loss or damage arising from your failure to comply. Snips considers private information on the site to be confidential to you. Snips protects such private information from unauthorized use, access, or disclosure in the same manner that it protects personal data (please refer to our Privacy Policy for more information). Certain activity on the Snips app, including interaction with the virtual portfolio may be visible to other users.

12. Payment and cancellation of service

1. By ordering any subscription on the Snips app (including a free trial period) you confirm that you have read and accepted our Terms of Service and you authorize Snips to automatically charge your bank card or PayPal account according to the billing period manually selected by you.
2. All billing is recurring, which means you will continue to get billed until you cancel your subscription. You are solely responsible for properly cancelling your Snips subscription. An email request or support ticket asking for your subscription to be cancelled is not considered cancellation. You may cancel your subscription at any time by visiting the billing section of your Profile Settings page.
3. If you cancel the service before the end of your current paid up period, your subscription will remain active until the next due date. After the due date, if no payment received, your subscription will be stopped.
4. We do not offer refunds for initial payments. If you order the service for the first time, please make sure that the order is correct before the payment is made.
5. We do not offer refunds for recurring monthly payments. If you have been billed for automatic monthly renewal of the Service, you can cancel the subscription to avoid billing for next months.
6. We do not offer refunds for upgrades to a more expensive plan or a longer billing cycle. Remaining days are converted into an equivalent value of days on the new subscription.

13. Apple App Store subscriptions

1. Payments will be charged to the user's Apple ID Account at confirmation of purchase in compliance with Apple's privacy policy. We recommend that you familiarize yourself with the terms of payment and Apple in-app subscriptions. If a purchase is made from our iOS app, the refund is only possible in compliance with the App Store policy.
2. Snips may offer a trial period. It is only possible to use the trial period once. Subscription payment begins after the end of your free trial period.
3. All subscription types are renewed automatically. You can cancel the renewal option in the App Store within at least 24 hours before the end of your free trial period or the current payment date. The cancellation comes into effect at the end of the current billing period. At the same time, you retain access to the subscription from the cancellation moment until the end of the current billing period.

4. Accounts may be charged for renewal up to 24 hours before the end of the current period.

14. Android app subscriptions

1. Financial transactions for subscriptions made in our Android app processed by a third-party service (Google Play) in compliance with their Terms of Service, privacy policy and any applicable payment terms, in particular the response on Google Play refunds. Snips is not responsible for the actions or omissions of any third-party payment processor. We recommend that you familiarize yourself with the terms of payment and Google Play in-app subscriptions. If a purchase is made from our Android app, the refund is only possible in compliance with Google Play policy.
2. Snips may offer a trial period. It is only possible to use the trial period once. Subscription payment begins after the end of your free trial period.
3. All subscription types are renewed automatically. You can cancel the renewal option in Google Play within at least 24 hours before the end of your free trial period or the current payment date. The cancellation comes into effect at the end of the current billing period. At the same time, you retain access to the subscription from the cancellation moment until the end of the current billing period.
4. The payment is made according to the payment method that is linked to the user's account in Google Play. The subscription is made according to Google Play Account choice, which does not necessarily conform with the Google Account used to log in to the application.

15. Feedback to Snips

By submitting ideas, content, suggestions, documents, and/or proposals ("Contributions") to Snips through our contact or feedback webpages, email and otherwise, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Snips is not under any obligation of confidentiality, expressed or implied, with respect to the Contributions; (c) Snips shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Snips may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Snips, without any obligation of Snips to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Snips under any circumstances.

16. Indemnity

You agree to indemnify and hold Snips and our subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit, modify or otherwise make available through the Snips services, your use of the Snips services, your connection to the Snips services, your violation of the Terms of Service, or your violation of any rights of another.

17. Termination

Upon your request, your account can be deleted from Snips. You may delete your account at any time by visiting your Profile Settings page. If you requested your account be deleted, we will delete the personal data associated with your account, however certain personal data will be retained if it has been integrated into data that is integral to our systems and site, including data in communications you have sent via our site. This data is necessarily retained for the integrity of the data on the site and our legitimate business purposes, including auditing, security and other legitimate interests (please refer to our Privacy Policy for more information). Your published Contributions will remain on the site in our discretion.

You agree that Snips may, without prior notice, immediately terminate, limit your access to or suspend your Snips account, any associated email address, and access to the Snips services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the Terms of Service or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Snips services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) and/or engagement by you in fraudulent or illegal activities. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Snips's sole discretion and that Snips shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Snips services.

18. Emails

By creating an account with Snips, you agree that Snips can use your email address to send you marketing materials, service-related notices, important information messages, special offers, etc. You can unsubscribe from this by clicking on the link provided in the emails.

19. Third Party Software

Our software, app, website and/or services may include software components supplied by third parties which are utilized by permission of the respective licensors and/or copyright holders on the terms provided by such parties ("Third Party Software"). Snips expressly disclaims any warranty or other assurance to you regarding Third Party Software. Please note that your use of the Third Party Software will be governed by the terms and conditions of use and privacy policies of the Third Party Software providers and not by these Terms of Service or our Privacy Policy.