

SPRITES

Web Site Terms and Conditions of Use

Version 1.1

Effective as of August 15, 2014

1. Terms

In accessing and using any services or products provided by Sprites, you agree to the following Web Site Terms and Conditions of Service (the “**Agreement**”). This Agreement is an agreement between you (the “**User**”) and Sprites (“**Sprites**”, “**we**”, or “**us**”). This Agreement explains our obligations to you, and your obligations to us. This Agreement is the entire Agreement between us. By using the Web Site in any way you are agreeing to comply with these terms, our Privacy Policy all applicable laws and regulations, and any other legal notices or conditions or guidelines posted on the Web Site which we may update without notice. If you do not agree with any of these terms, you are prohibited from using or accessing this site. Sprites reserves the right to terminate the account of any user at any time.

2. Description of Services

We provide Users with access to certain Content to help our customers create and manage infographics (collectively, the “**Services**”) directly and through the website and associated domains of <http://spritesapp.com> (the “**Web Site**”).

3. Information You Provide to Us

You are legally responsible for all information, data, text, software, music, sound, photographs, graphics, images, video, messages or other materials uploaded, posted or stored in connection with your use of the Services (“**Content**”). Sprites is not responsible for your Content. You hereby grant Sprites a worldwide, royalty-free, non-exclusive license to host and use the Content in order to provide you with the Services and hereby represent and warrant that you have all the rights necessary to grant us such license. You are responsible for any Content that may be lost or unrecoverable through your use of the Services. You are encouraged to back up your Content regularly and frequently.

4. User Responsibilities

4.1. You will not transfer your account to anyone without first getting our express written permission.

4.2. You will not use the Services or Materials for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering, and similar.

4.3. You will not use the Services or Materials if you are located in a country where such use is prohibited by the applicable law.

4.4. You will not use the Services or Materials to impersonate another person.

5. Term of the Agreement, Fees, Invoicing

5.1. You may agree to a one (1), quarterly (3) or twelve (12) month contract agreement with Sprites on recurring or manual billing basis.

5.2. You may upgrade or downgrade your service agreement to any other contract agreement that Sprites is currently offering for sale at any time during your contract term. In the event of a contract downgrade, no discount will be issued to your Sprites account for the difference in the cost of the two contracts over the remainder of your original contract term.

5.3. Payment is due in advance at the start of each billing cycle and is non-refundable. Your billing cycle starts on the day of purchase of the given service plan. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused, except those abovementioned.

5.4. In case you use recurring billing at the end of the contract term, your contract will automatically renew for an additional contract term until explicitly cancelled by you. Cancellation must be effected at least one (1) day prior to the end of the contract term.

6. Cancellation and Termination

6.1. Services may be terminated by us, without cause, at any time.

6.2. Services may be terminated by you, without cause, by following the cancellation procedures set forth in Section 6.

6.3. Sprites may terminate Services at any time, without penalty, obligation to refund and without notice, if you fail to comply with any of the terms of this Agreement or the intellectual property protections applicable to these Services.

6.4. Notice of termination of Services by Sprites may be sent to the contact e-mail (if any) associated with your account. Upon termination, Sprites will delete all data, files, or other information that is stored in your account and it's in your responsibility to retrieve and back up all account contents before termination.

6.5 In order to cancel your contract agreement with Sprites, you must downgrade your account to a “Basic” plan.

6.6 In case you want to cancel your contract agreement with Sprites, no refund will be issued for the remaining days in the current billing cycle.

7. Disclaimer

7.1. The materials on Sprites’s web site are provided “as is”. Sprites makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Sprites does not warrant or make any representations concerning the accuracy, likely results, security or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site. We do not warrant that the Service will meet your specific requirements; the Service will be uninterrupted, timely, secure, or error- and virus-free, and the results that may be obtained from the user of the Service will be accurate or reliable.

8. Limitations on Liability

8.1. In no event shall Sprites or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption, computer failure) arising out of the use or inability to use the materials on Sprites’s Web site, even if Sprites or a Sprites authorized representative has been notified orally or in writing of the possibility of such damages. In no event shall Sprites’s entire liability to you in respect of any Service, whether direct or indirect, exceed the Fees paid by you towards such Service.

9. Revisions and Errata

9.1. The materials appearing on Sprites’s web site could include technical, typographical, or photographic errors. Sprites does not warrant that any of the materials on its web site are accurate, complete, or current. Sprites may make changes to the materials contained on its web site at any time without notice. Sprites does not, however, make any commitment to update the materials.

10. Responsibility for Content

10.1. You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms. Sprites bears no responsibility for confidential information entered into infographics by users, even if the information is entered into infographics designated as “private” or “unpublished.” The user is fully responsible for compliance with all relevant copyright, trademark, trade secret and/or design rights laws protecting images and information submitted, posted or displayed by the user.

10.2. Any questions, comments, suggestions, ideas, feedback, or other information provided by you to us (“**Comments**”) are not confidential and you hereby grant us a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Comments as we deem appropriate, for any and all commercial and/or non-commercial purposes, at our sole discretion.

11. Restricted Content

11.1. Uploading any restricted Content as listed below may result in immediate termination of the Agreement. You must not upload, post, host or transmit the following items to or from the Web Site including but not limited to: unsolicited email, SMS messages, or “Spam” messages; worms, viruses, Trojan horses or code of a destructive nature; questionable or illegal material (including copyrighted and/or trademarked material used without the permission of the rights holder; content that is pornographic, sexually explicit, or violent; reasonably likely to cause harm, or that could be reasonably considered as slanderous or libelous, and/or breaches another’s privacy).

12. Links

12.1. Sprites has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Sprites of the site. Use of any such linked web site is at the user’s own risk.

13. Use of the Sprites Logo

13.1. Infographics created with Sprites contain a “Created with Sprites” or similar notice. As a condition of continued use of this service, users may not manipulate the infographic to remove this notice. For purchase of white label infographics, please apply for Sprites Pro.

14. Modifications to Site and Terms of Use

14.1. Sprites may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use. Sprites may introduce paid features in the future, including converting certain existing features into paid features, and/or offering paid features for free during a limited trial period and/or to selected groups of users.

15. Contact us

15.1. If you have any questions about these Terms and Conditions of Use, please contact us at volpav+spritesapp@gmail.com