

Formspark Terms of Service

By using Formspark ("Service"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

We reserve the right to update and change these Terms of Service without notice.

Violation of any of the terms below may result in the termination of your account.

Account Terms

- You are responsible for maintaining the security of your account and authentication credentials. Do not share your account credentials or give others access to your account. The Service cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all content posted and activity that occurs under your account (even content posted by others from any site linking to the Service).
- You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws).
- You must provide a valid email address in order to complete the signup process, you are required to keep your account information up to date.
- You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

Payment, Refunds, Upgrading and Downgrading Terms

- A downgrade in plan level will result in the new rate being charged at the next billing cycle. There will be no prorating for downgrades in between billing cycles.
- Downgrading your Service may cause the loss of features or capacity of your account. The Service does not accept any liability for such loss.
- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes. Where required, The Service will collect those taxes on behalf of taxing authority and remit those taxes to taxing authorities.
- Refunds are only issued if required by law.

Cancellation and Termination

- You are solely responsible for properly canceling your account. Please email sales@formspark.io to request cancellation. Your account is not considered cancelled until you receive a confirmation email from the Service.
- All of your content beyond the allotted content allowed in a free account will be inaccessible from the Service immediately upon cancellation. Within 30 days, all data will be permanently deleted from all backups and logs. This information can not be recovered once it has been permanently deleted.
- If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately, and you will not be charged again. But there will not be any prorating of unused time in the last billing cycle.
- The Service, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your account. The Service reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

- The Service reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Service with or without notice.
- Prices of all Services are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Formspark site or the Service itself.
- The Service shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

General Conditions

- Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
- You understand that the Service uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- You must not modify, adapt or hack the Service.
- You must not modify another website so as to falsely imply that it is associated with the Service or the Service.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Service.
- We may, but have no obligation to, remove content and accounts that we determine in our sole discretion are unlawful or violates any party's intellectual property or these Terms of Service.
- We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other Service customers. We'll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.
- The Service does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
- You expressly understand and agree that the Service shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Service has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
- The failure of the Service to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and the Service and govern your use of the Service, superseding any prior agreements between you and the Service (including, but not limited to, any prior versions of the Terms of Service).
- Questions about the Terms of Service should be sent to legal@byteboomers.com. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.