

Terms and Conditions ("Terms")

Last updated: January 16th, 2018

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before accessing the web site located at <https://editor.setka.io> (the "Site") and downloading "Setka Editor" plugin (the "Plugin") and using our "Setka Editor" service (the "Service").

The following terms and conditions, together with any referenced documents (collectively, "**Terms** ") are a legal agreement between you and your employees, agents, contractors and any other entity on whose behalf you accept these terms (collectively, "**you**" and "**your**"), and Native Grid LLC, a Delaware limited liability company ("us", "we", "our" or "Company").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service (the "Customers").

By accessing or using the Service you agree to be bound by these Terms. You acknowledge that you have read, understood and agree to be bound by these Terms. If you disagree with any part of the Terms then you do not have permission to access the Site or the Service.

These Terms may be changed by us at any time with due notice as described below. If you object to any such changes, your sole recourse is to stop using the Site or the Service.

Personally identifiable information collected about you by our Service is treated in accordance with the [Privacy Policy](#), which is hereby incorporated into these Terms by reference.

Registration and Purchase

To access the Service, you will be asked to register for an account and provide registration details. It is a condition of use of the Service that all the information you provide be correct, current and complete. If we believe the details are not correct, current, or complete, we have the right to refuse you access to the Service, or any of its resources, and to terminate or suspend your account. You specify provide an active domain name in your registration details

Following your registration you will receive a unique token to your Setka Editor company. You should input the token to activate Setka Editor in your CMS (WordPress or Custom).

Once you are registered the Plugin for WordPress can be downloaded and stored by you in ZIP format. You are responsible for ensuring that your systems fulfill the requirements for downloading the ZIP file.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

By providing us your email address, you consent to our using that email address to send you the Service-related notices, including any notices required by law, in lieu of communication by snail mail. By providing us your mobile phone number, you consent to our using that mobile phone number to verify your account.

When downloading the Plugin on wp.org you should first download and install the Plugin and then fill the registration form in its Settings. Following the filling of the form you will obtain a unique token that you should insert to continue using the free version of the Service.

End User License Grant

Subject to the terms and conditions of these Terms, we grant you a non-exclusive, limited, non-transferable, freely revocable license to access and use the Service.

Plugin for WordPress is licensed under the GNU general public license (<http://www.gnu.org/licenses/gpl-3.0.txt>).

Please note that the number of end users allowed to use the Service depend on the selected subscription plan:

Under Pro Solo Plan we grant you a single-user license applicable only for WordPress sites.

Pro Team Plan allows you to use the Service for WordPress and custom CMS for teams up to 10 members.

Design Cloud Plan allows you to use the Service for WordPress and custom CMS for teams of more than 10 members.

Please note that all our Plans feature a multisite option. For the purpose of this Agreement the term "multisite" means the other language versions of your site or its test version located on a separate domain name. Any other use of multisite feature constitutes a breach of this license.

We remain the sole owner of all right, title, and interest in the Service, Plugin and Site. We reserve all rights not granted under these Terms.

Free Trial

We offer you a Subscription with a free trial for 14 days effective from the activation of your Plugin in WordPress CMS ("Free Trial"). You must provide valid payment information immediately after the end of the Free Trial period in order to continue to use the Service.

At any time and without notice, Native Grid LLC reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Fees and Billing

IMPORTANT: this Section does not apply to the Customers who get an access to the Service on the basis of agreements with GRID LLC (Russia).

You agree to pay the subscription fees indicated for that Service according to the [Pricing](#).

You will be billed on a recurring and periodic basis ("Billing Cycle"). First Billing Cycle starts as the Free Trial expires and shall be equal to 1 (one) month on Monthly billing or 1 (one) year on Annual Billing. Next Billing Cycles are set on a monthly or annual basis. The Subscription Fee will be charged automatically on the first day of each Billing Cycle. We currently use [Stripe](#) system for collecting the Subscription Fees.

You shall provide us with accurate and complete billing information. By submitting such payment information, you automatically authorize us to charge all Subscription fees incurred through your account to any such payment instruments. To the extent that payment mechanisms are provided through third parties (the "Payment Processors"), you agree that we shall have no liability to you arising out of the acts or omissions of such third parties. **YOU CONSENT TO ALLOW US TO CHARGE YOUR CREDIT CARD, EITHER DIRECTLY OR THROUGH ITS PAYMENT PROCESSORS, FOR THE AMOUNTS DUE FOR YOUR SUBSCRIPTION UNTIL YOUR ACCOUNT IS TERMINATED BY YOU OR US.**

Should automatic billing fail to occur for any reason, we will issue an electronic invoice indicating that you must proceed manually, within a certain deadline, with the full payment corresponding to the billing period as indicated on the invoice.

You may revise your billing information or cancel the Subscription through your personal account. Once you cancel your Subscription you may continue to use the Service on your current plan up to the end of the Billing Cycle. Further you will be automatically switched to the Free Version.

In the event we cannot process payment from you, we may give you up to 14 days to remedy the problem, and we will attempt to process the payment again. If we are again unable to process the payment, we will switch your account to the Free Version.

By default, in order to provide you with uninterrupted and hassle free service, once you have submitted your payment information, your credit card will be automatically charged for subsequent time periods after the initial period where you authorize payment unless you cancel the account by the end of the then-current Billing Cycle. By paying for the Service and/or and authorizing payment on your credit card, you authorize us to automatically charge your credit card for any subsequent periods after your initial payment. **YOU EXPLICITLY AUTHORIZE US TO CHARGE YOUR CREDIT CARD WITHOUT PROVIDING ADDITIONAL NOTICE TO YOU AFTER YOUR INITIAL PAYMENT.**

You can cancel your account at any time. Cancellation will be effective immediately. Please note that after you or we cancel your subscription, your account will be automatically switched to the Free Version and you will not be entitled to a refund of any fees that you have paid unless you cancel the subscription within 30 days of purchase. In this case we offer you a full refund.

From time to time we may offer additional offerings, such as various modules to enhance the Service. These offerings may be offered to you separate and in addition to the Subscription Fee. Unless stated in writing otherwise, these Terms shall be applicable to any such additional offerings.

Subscription Fee Changes

We, in our sole discretion and at any time, may modify the Subscription Fees. Any Subscription Fee change will become effective at the end of the then-current Billing Cycle.

We will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription Fee change comes into effect constitutes your agreement to pay the modified Subscription Fee.

Free Version

Our Plugin is also available in a free version provided that there is:

- No inline icons upload in Style Manager;
- Setka Editor Label (created with Setka Editor) below the post content;
- 1 custom style in Style Manager;
- 1 Pre-made style in Style Manager;
- 2 Grid systems;
- 2 snippets in custom style;
- No custom fonts upload in Style Manager;
- No image galleries;
- No multisite option;
- No Typekit fonts in Style Manager;
- No custom CSS & JavaScript support & easy adding;
- No premium support;
- No collaboration tools.

Technical requirements

The use of the Service requires the following:

Browsers:

IE - 11 or higher

Edge - 13 or higher

Firefox - 47 or higher

Chrome - 51 or higher

Safari - 9 or higher

Opera - 38 or higher

WordPress: 4 or higher

Our Plugin requires allowed incoming and outgoing external HTTP connections.

Service Limitations

We use commercially reasonable efforts to make the Service available 7 days a week 24 hours a day. However, we do not guarantee availability of the Service, shall not have any liability to you for any unavailability of the Service, and is under no obligation to provide you with maintenance, technical support or updates for the Plugin or the Service unless provided in conjunction with your plan type and, if provided, in the manner as determined by us from time to time. We will use commercially reasonable efforts to provide twenty-four (24) hour advance notice to you in the event of any scheduled downtime. We reserve the right to suspend or terminate access to your account if your use of the Service disrupts, impedes or otherwise negatively impacts the operation of the Service or the use of the Service by other Customers or if you violate any of these Terms.

Intellectual Property

You retain any and all of your rights to any content you submit, post or display on or through the Service and you are responsible for protecting those rights (the "Content"). We take no responsibility and assume no liability for the Content you or any third party posts on or through the Service.

Subject to these Terms you hereby grant us a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit the Content in each case solely to extent necessary to provide the Service to you and you hereby represent and warrant that you have all the rights necessary to grant us such license.

Except for your Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and other ("Our Content"), and all Intellectual Property Rights related thereto, are the exclusive property of the Company and its licensors. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the Our Content or materials on the Service for any purpose not expressly permitted by these Terms is strictly prohibited. For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Service Rules

You agree not to engage in any of the following prohibited activities in connection with the Service: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the our servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure or that could disable, overburden, or impair the proper operation of the Service, such as a denial of service attack; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the DESQ Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein, or (xiii) decompiling, reverse engineering, or otherwise attempting to obtain the source code of the Service.

You may not reverse engineer, decompile, or disassemble the Plugin in any way without the written permission of the Company.

You may not access or use the Service if you work with or for a competitor, except with our prior written consent. In addition, you may not use or access the Service for purposes of monitoring the performance or functionality for a competitor or for any third party, or for any other benchmarking or competitive purposes and you may not share any benchmarking data regarding the DESQ Service usage with any third party without our prior written consent.

We may, without prior notice, change the Service, stop providing the Service or features of the Service (to you or generally), or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice or liability to us, for any reason or for no reason, including if in our sole determination you violate any provision of this Agreement. Upon termination of these Terms or your access to the Service for any reason or no reason, you will continue to be bound by the terms of these Terms which, by their nature, should survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

User Content

You agree not to transmit the Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, pornographic, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party’s trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current; Do anything that could disable, overburden, or impair the proper operation of the Plugin or the Service, such as a denial of service attack.

You acknowledge and agree that you are solely responsible for all Content that you make available through the Service.

Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all the Content that you make available through the Services or you have all rights, licenses, consents and releases that are necessary to grant to us the rights in such Content, as contemplated under these Terms; and (ii) neither the Content nor your posting, uploading, publication, submission or transmittal of the Content or our use of the Member Content (or any portion thereof) on, through or by means of the Service or elsewhere will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You further agree that you will not use the Service to collect the Content from anyone, whether for commercial use or any other kind of use, without first obtaining their consent and first making it clear that you (and not us) are the one collecting the Content, and posting a privacy policy explaining what the Content you collect, how you will use it and how you.

We take no responsibility and assume no liability for any Content that you or any other Customer or third party posts or sends over the Service. You shall be solely responsible for your Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your Content. You understand and agree that you may be exposed to the Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that we shall not be liable for any damages you incur or allege to incur as a result of the Content.

Termination

Your rights to use the Service and the Plugin are effective through the end of applicable Billing Cycle unless earlier terminated. These Terms will terminate immediately without notice to you upon the earlier of (i) notice of your election to cancel your account, (ii) the posting of a new version of these Terms on our Site with notice to you (which you acknowledge that we may provide by any means, including without limitation, by posting on the Site), in which case the new Terms shall apply to you unless you cancel your account within a 10 day period.

For Free Trials, account features may be limited, modified or suspended, and the Free Trial may be terminated, by us at any time at its sole discretion without notice or liability to you. We may terminate your Account (i) effective as of the end of the then-current Billing Cycle for any reason or no reason and without liability to you; (ii) with cause at any time without notice; and (iii) without cause during the Billing Cycle provided that we return a pro rata portion of the Subscription Fee to you.

Upon termination, the licenses granted to you by us shall cease and you shall promptly delete or uninstall the Plugin and cease using the Service.

In the event of expiration or termination of your account, the representations made by you in these Terms and the Sections entitled "Intellectual Property", "Term and Termination," "Disclaimer of Warranties," "Limitation of Liability," "Indemnification," and "General" shall survive such expiration or termination.

Indemnification

You agree to defend, indemnify and hold harmless the Company and its officers, directors, employees, agents, licensors, and suppliers, and affiliates, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you; b) a breach of these Terms, c) your violation of any third-party rights, including any intellectual property right, or d) Content posted on the Service.

Limitation Of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (AND WITH RESPECT TO FREE ACCOUNTS FOR ANY DIRECT DAMAGES), INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION OR DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY, NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF THIS AGREEMENT OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PLUGIN OR THE SERVICE EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF MONEY THAT YOU HAVE PAID TO THE COMPANY IN THE PRECEDING SIX MONTHS PERIOD. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED BY THIRD PARTIES OTHER THAN THE COMPANY AND RECEIVED THROUGH OR ADVERTISED ON OR THROUGH THE SERVICE. YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF THE COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE COMPANY, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE COMPANY.

SOME COUNTRIES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

Disclaimer

THE SERVICE AND THE PLUGIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT: (I) THE USE OR QUALITY OF THE PLUGIN OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, TIMELY, SECURE OR MEET YOUR REQUIREMENTS OR EXPECTATIONS; (II) THE RESULTS OBTAINED FROM USE OF THE PLUGIN OR SERVICE WILL BE ACCURATE OR RELIABLE; OR (III) ANY ERRORS IN THE PLUGIN OR THE SERVICE WILL BE CORRECTED. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PLUGIN AND SERVICE REMAINS WITH YOU.

Binding Arbitration and Class Action Waiver

ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS.

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS AND YOUR USE OF THE SERVICE, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

As an alternative, you may bring your claim in your local “small claims” court, if permitted by that small claims court's rules and if within such court’s jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Service or these Terms must be filed within one (1) year after such claim of action arose or be forever barred.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

You agree that any action at law or in equity arising out of or relating to these Terms that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in Los Angeles, California, United States of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.

General

These Terms shall be governed by and interpreted in accordance with the laws of the State of California exclusively. You agree that conflicts of laws principles of such laws, the Uniform Computer Information Transactions Act, and the United Nations Convention on Contracts for the International Sale of Goods (1980) and its successors are excluded in their entirety from application to these Terms. Neither these Terms nor any rights or obligations of you hereunder may be assigned by you in whole or in part without the prior written approval of the Company. Any assignment in violation of the foregoing shall be null and void. If any part of these Terms is for any reason found to be invalid, illegal or unenforceable, all other parts nevertheless remain valid, legal and enforceable. In lieu of the unenforceable provision, the parties agree that the court should attempt effect as much as possible the economic, legal and business objectives as were intended by the unenforceable provision. We shall not be liable for any delay in the performance hereunder due to causes beyond its control, including but not limited to an act of God, war or natural disaster. These Terms set forth the entire understanding and complete and exclusive statement of the agreement between us and you and they supersede any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of these Terms. You have no third party beneficiaries to these Terms.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you.

By continuing to access or use the Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Special Provisions Applicable To Users Outside The United States

The following provisions apply to users outside the United States: You consent to having your personal data transferred to and processed in the United States. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities using the DESQ Service

Electronic Communications

By using the Service, you consent to receiving electronic communications from the Company. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Service. These electronic communications are part of your relationship with the Company. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Contact Us

If you have any questions about these Terms, please contact us.

E-mail info@setka.io