

Zoomadog Terms & Conditions

Please read these terms and conditions of use carefully.

Note: If you plan to resell services using this software pay close attention to sections 3 and 12.

1. ACCEPTANCE OF TERMS

The Zoomadog Content Server Hosted software is a powerful and flexible mobile application content management system ("CMS") (the "Service" or the "System"). Your use of the Software is subject to these Terms and Conditions of Use, commonly called "Terms & Conditions of Use" ("T&Cs").

2. DESCRIPTION OF SOFTWARE

The Software is a self-hosted web-based solution that allows users to create and manage content suitable for use in mobile applications. Unless explicitly stated otherwise, any new features that augment or enhance the current Software, including the release of new Zoomadog tools and resources, shall be subject to these T&CS.

3. REGISTRATION

You do not need to register the Software in order to use it. However, you must have a valid email address and you need to pay for the one time development fee and pay for the subscription service to use the Zoomadog Server to create and push content to your app.

4. CANCELLATION AND TERMINATION

Assuming you obtain a valid Zoomadog subscription, you agree that Zoomadog, in its sole discretion, may terminate the valid-status of your subscription, if you have violated or acted inconsistently with the letter or spirit of the T&CS. Any contracts, verbal or written or assumed, in conjunction with your subscription and all its parts, at Zoomadog's discretion, will be terminated as well. Your Subscription requires a paid fee, Zoomadog may also in its sole discretion discontinue providing services associated with your Subscription if your account becomes delinquent. You agree that any termination of your Subscription under any provision of this T&Cs may be effected without prior notice, and acknowledge and agree that Zoomadog may immediately deactivate or delete any data stored on our backend servers associated with your Subscription, as applicable, and all related information and files. You agree that Zoomadog shall not be liable to you or any third-party for any termination of your Subscription.

5. ZOOMADOG PRIVACY POLICY

Your Zoomadog Subscription and certain other information about you are subject to our Privacy Policy, the terms of which are incorporated into this T&Cs by reference.

6. OWNERSHIP OF ZOOMADOG ACCOUNT AND SECURITY

You are responsible for maintaining the security of your Zoomadog Server account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with your Zoomadog Subscription. You agree to immediately notify Zoomadog in writing of any unauthorized uses of the Zoomadog Subscription or any other breaches of security. Zoomadog cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will Zoomadog be liable, in any way, for any acts or omissions by any Subscription holder, including any damages of any kind incurred as a result of such acts or omissions.

7. CONTENT AND CONDUCT RULES AND OBLIGATIONS

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials ("Content") are the sole responsibility of the person from which such Content originated. You, and not Zoomadog, are entirely responsible for all Content that you upload, post, transmit or otherwise

make available via your hosted software. Zoomadog does not control the Content posted to your hosted account and as such, does not guarantee the accuracy, integrity or quality of such Content.

You understand that the technical processing and transmission of the Software, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree that you will not:

(a) Use the Software to upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;

(b) Use the Software to harm minors in any way;

(c) Use the Software to impersonate any person or entity, including, but not limited to, a Zoomadog official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(d) Use the Software to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

(e) Use the Software to upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(f) Use the Software to upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

(g) Use the Software to upload, post, or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", such as (a) sending mass email to recipients who haven't requested email from you or with a fake return address, (b) promoting an application with inappropriate links, titles, descriptions, or (c) promoting your applications by posting multiple submissions in public forums that are identical;

(h) Use the Software to upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(i) Use the Software to interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(j) Use the Software to intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(k) Use the Software to "stalk" or otherwise harass another person or group;

(l) Use the Software to promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;

(m) Use the Software to offer for sale or sell any item, good or service that (a) violates any applicable federal, state, or local law or regulation, (b) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (c) Zoomadog determines, in its sole discretion, is inappropriate for sale through the Software provided by Zoomadog;

(n) Use the Software to solicit passwords or personal identifying information for commercial or unlawful purposes from other users;

If any Software user is reported to be in violation with the letter or spirit of these terms, Zoomadog retains the right to terminate that users Subscription without further warning.

8. FEES/PAYMENT

Some of the features found in the Software may require payment of fees. If you elect to sign up for these features, you shall pay all applicable fees, as described in connection with such features selected by you. Zoomadog reserves the right to change its prices and at any time. You authorize Zoomadog directly or through third parties, to make any inquiries it considers necessary to validate your account and financial information.

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. You agree to pay for any such taxes that might be applicable to your use of the Service and payments made by you herein.

9. ADDITIONAL SOFTWARE

With respect to any additional software that may be made available by Zoomadog in connection with the Software, if you elect to download or access such additional software or third party Content made available to through the Service, you understand that you may have to agree to additional terms and conditions before you use such software or third party Content.

You also agree that the use of any third party software or Content obtained through the Software does not transfer to you any rights, title or interest in or to the software or such Content, and that you will not use any Content made available to you through the software or the Service except as expressly authorized under that third party provider's terms of service or license. For greater certainty, by downloading software or Content made available through the Service, you are deemed to agree to the terms of service or license agreement posted on the Service, the terms of which are incorporated by reference herein for the benefit of such third party providers. If you do not agree to the terms of service or license agreement, do not download the software or Content.

10. INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

11. INDEMNITY

You agree to indemnify and hold Zoomadog, and its subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of the Software, your Guests activities, your connection to the Service, your violation of these T&Cs, or your violation of any rights of another, whether you are a registered user or not. The user is solely responsible for his or her actions when using the Software, including, but not limited to, costs incurred for Internet access.

12. RESALE OF SERVICE

The Software is distributed under a [GNU General Public License](#) and as such you must follow the guidelines set forth in that license's text. This means that if you plan to operate a "do-it-yourself" mobile app service or website using the software, you may charge a fee for the service but you agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Software, use of the Software, or access to the Zoomadog API without including any and all copyright notices and licenses in your product offering without making the source-code to this software freely available to any and all users of your "online app builder" if they so request. This is the fundamental requirement of the [GNU General Public License](#).

13. MODIFICATIONS TO SERVICE

Zoomadog reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the use of your Subscription with or without notice at any time. You agree that Zoomadog shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Server's functionality.

14. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ZOOMADOG EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) ZOOMADOG WILL MAKE REASONABLE EFFORTS TO MAINTAIN AND IMPROVE THE SOFTWARE OVER TIME, HOWEVER, ZOOMADOG IS NOT RESPONSIBLE FOR ANY DAMAGE, LOSS OF DATA, CUSTOMER INFORMATION OR VENDOR DATA, REVENUE, OR OTHER HARM TO BUSINESS ARISING OUT OF DELAYS, MIS-DELIVERY OR NON-DELIVERY OF INFORMATION, RESTRICTION OR LOSS OF ACCESS, BUGS OR OTHER ERRORS, UNAUTHORIZED USE DUE TO YOUR SHARING OF ACCESS TO THE SOFTWARE, OR OTHER INTERACTION WITH THE SOFTWARE. YOU ARE RESPONSIBLE FOR MAINTAINING AND BACKING-UP YOUR DATA AND INFORMATION THAT MAY RESIDE ON THE SOFTWARE ON YOUR BACKEND SERVERS. ZOOMADOG DOES NOT WARRANT THAT (i) THE SOFTWARE WILL MEET YOUR SPECIFIC REQUIREMENTS, (ii) THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OR FROM THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE T&CS.

15. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ZOOMADOG 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 ZOOMADOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SOFTWARE; (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 SOFTWARE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SOFTWARE; OR (v) ANY OTHER MATTER RELATING TO THE SOFTWARE.

16. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 18 AND 19 MAY NOT APPLY TO YOU.

17. U.S. GOVERNMENT RESTRICTED RIGHTS

The materials on the Software are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the U.S. Government constitutes acknowledgment of Zoomadog's proprietary rights in them.

23. GENERAL

Notices to you may be made via either email or regular mail. The Software may also provide notices of changes to the T&Cs or other matters by displaying notices or links to notices to you generally on the Software. The T&Cs and the relationship between you and Zoomadog shall be governed by the laws of the State of Connecticut without regard to its conflict of law provisions. You and Zoomadog agree to submit to the personal and exclusive jurisdiction of the courts located within Hartford County, Connecticut. The failure of Zoomadog to exercise or enforce any right or provision of the T&Cs shall not constitute a waiver of such right or provision. The T&Cs constitutes the entire agreement between you and Zoomadog and govern your use of the Service, superseding any prior agreements between you and Zoomadog (including, but not limited to, any prior versions of the T&Cs). You also may be subject to additional terms and conditions that may apply when you use affiliate or other Zoomadog services, third-party content or third-party software. If any provision of the T&CS or incorporated documents are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the T&Cs remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Software or the T&Cs must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the T&Cs are for convenience only and have no legal or contractual effect.

24. VIOLATIONS

Please send an email to sales@Zoomadog.com to report any violations of these T&Cs.