

FORMSAPP TERMS OF SERVICE

Effective January 7, 2021

What's covered in these terms

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use FormsApp services, and what we expect from you.

These Terms of Service reflect the way FormsApp's business works, the laws that apply to our company, and certain things we've always believed to be true. As a result, these Terms of Service help define FormsApp's relationship with you as you interact with our services. For example, these terms include the following topic headings:

- What you can expect from us, which describes how we provide and develop our services
- What we expect from you, which establishes certain rules for using our services
- Content in FormsApp services, which describes the intellectual property rights to the content you find in our services — whether that content belongs to you, FormsApp, or others
- In case of problems or disagreements, which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, by using our services, you're agreeing to these terms.

Besides these terms, we also publish a Privacy Policy. Although it's not part of these terms, we encourage you to read it to better understand how you can update, manage, export, and delete your information.

Age requirements

If you're under the age required to manage your own subscription, you must have your parent or legal guardian's permission to use a subscription. Please have your parent or legal guardian read these terms with you.

If you're a parent or legal guardian, and you allow your child to use the services, then these terms apply to you and you're responsible for your child's activity on the services.

Your relationship with FormsApp

These terms help define the relationship between you and FormsApp. Broadly speaking, we give you permission to use our services if you agree to follow these terms, which reflect how FormsApp's business works and how we earn money. When we speak of "FormsApp," "we," "us," and "our," we mean FormsApp owner.

What you can expect from us

Provide a broad range of useful services

We provide a range of services that are subject to these terms. Our services are designed to work together, making it easier for you to move from one activity to the next.

Improve FormsApp services

We're constantly developing new technologies and features to improve our services. We provide you with innovative features and as part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we'll provide you with reasonable advance notice, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

What we expect from you

Follow these terms and service-specific additional terms

The permission we give you to use our services continues as long as you meet your responsibilities in: **these terms**.

We also make various policies, help centers, and other resources available to you to answer common questions and to set expectations about using our services. These resources include our Privacy Policy, Support Email, and other pages accessible from our policies.

Although we give you permission to use our services, we retain any intellectual property rights we have in the services.

Respect others

We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- comply with applicable laws, including export control, sanctions, and human trafficking laws
- respect the rights of others, including privacy and intellectual property rights
- don't abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, defaming, bullying, harassing, or stalking others
- don't abuse, harm, interfere with, or disrupt the services

If you find that others aren't following these rules, you can report abuse. If we act on a report of abuse, we also provide a fair process as described in the Taking action in case of problems section.

Permission to use your content

Some of our services are designed to let you upload, submit, store, send, receive, or share your content. You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

License

Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make. Or you may have the right to share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide FormsApp with that permission through this license.

What's covered

This license covers your content if that content is protected by intellectual property rights.

What's not covered

- This license doesn't affect your privacy rights — it's only about your intellectual property rights
- This license doesn't cover these types of content:
 - publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use.
 - feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below.

Scope

This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you can license your content to others
- royalty-free, which means there are no fees for this license

Rights

This license allows FormsApp to:

- host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go
- publish, publicly perform, or publicly display your content, if you've made it visible to others
- modify and create derivative works based on your content, such as reformatting or translating it
- sublicense these rights to:
 - other users to allow the services to work as designed, such as enabling you to share photos with people you choose
 - our contractors who've signed agreements with us that are consistent with these terms, only for the limited purposes described in the Purpose section below

Purpose

This license is for the limited purpose of:

- **operating and improving the services**, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content:
 - for spam, malware, and illegal content
 - to recognize patterns in data
 - to customize our services for you

This analysis occurs as the content is sent, received, and when it is stored.

- **using content you've shared publicly.**
- **developing new technologies and services** for FormsApp consistent with these terms

Duration

This license lasts for as long as your content is protected by intellectual property rights.

If you remove from our services any content that's covered by this license, then our systems will stop making that content publicly available in a reasonable amount of time. There are two exceptions:

- If you already shared your content with others before removing it.
- If you make your content available through other companies' services, it's possible that search engines, including Google Search, will continue to find and display your content as part of their search results.

Using FormsApp services

Your FormsApp service

If you meet the **age requirements** you can use the subscription at your convenience.

You're responsible for what you do with your service.

Using FormsApp services on behalf of an organization

Many organizations, such as businesses, non-profits, and schools, take advantage of our services. To use our services on behalf of an organization:

- an authorized representative of that organization must agree to these terms
- your organization's administrator may assign a subscription to you. That administrator might require you to follow additional rules and may be able to access or disable your subscription.

Service-related communications

To provide you with our services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see FormsApp's Privacy Policy.

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

Content in FormsApp services

Your content

Some of our services give you the opportunity to make your content publicly available —

- See the **Permission to use your content** section for more about your rights in your content, and how your content is used in our services
- See the **Removing your content** section to learn why and how we might remove user-generated content from our services

If you think someone is infringing your intellectual property rights, you can send us notice of the infringement and we'll take appropriate action. For example, we suspend or close the subscription Accounts of repeat copyright infringers.

FormsApp content

Some of our services include content that belongs to FormsApp — for example, many of the visual illustrations you see in FormsApp. You may use FormsApp's content as allowed by these terms, but we retain any intellectual property rights that we have in our content. Don't remove, obscure, or alter any of our branding, logos, or legal notices.

Software in FormsApp services

Some of our services include downloadable software. We give you permission to use that software as part of the services.

The license we give you is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means that we can license the software to others
- royalty-free, which means there are no fees for this license
- personal, which means it doesn't extend to anyone else
- non-assignable, which means you're not allowed to assign the license to anyone else

Some of our services include software that's offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these terms, so please be sure to read those licenses.

You may not copy, modify, distribute, sell, or lease any part of our services or software. Also, you may not reverse engineer or attempt to extract any of our source code unless you have our written permission or applicable law lets you do so.

When a service requires or includes downloadable software, that software sometimes updates automatically on your device once a new version or feature is available. Some services let you adjust your automatic update settings.

In case of problems or disagreements

By law, you have the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong. These terms don't limit or take away any of those rights. For example, if you're a consumer, then you continue to enjoy all legal rights granted to consumers under applicable law.

Warranty

We provide our services using reasonable skill and care. If we don't meet the quality level described in this warranty, you agree to tell us and we'll work with you to try to resolve the issue.

Disclaimers

The only commitments we make about our services (including the content in the services, the specific functions of our services, or their reliability, availability, or ability to meet your needs) are (1) described in the Warranty section, (2) provided under applicable laws. We don't make any other commitments about our services.

And unless required by law, we don't provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Liabilities

For all users

These terms only limit our responsibilities as allowed by applicable law. Specifically, these terms don't limit FormsApp's liability for death or personal injury, fraud, fraudulent misrepresentation, gross negligence, or willful misconduct.

Other than the rights and responsibilities described in this section (In case of problems or disagreements), FormsApp won't be responsible for any other losses, unless they're caused by our breach of these terms.

For business users and organizations only

If you're a business user or organization, then to the extent allowed by applicable law:

- You'll indemnify FormsApp and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the services or violation of these terms or service-specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.
- FormsApp won't be responsible for the following liabilities:
 - loss of profits, revenues, business opportunities, goodwill, or anticipated savings indirect or consequential loss

- punitive damages

If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities.

Taking action in case of problems

Before taking action as described below, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless we reasonably believe that doing so would:

- cause harm or liability to a user, third party, or FormsApp
- violate the law or a legal enforcement authority's order compromise an investigation
- compromise the operation, integrity, or security of our services

Removing your content

If we reasonably believe that any of your content (1) breaches these terms or policies, (2) violates applicable law, or (3) could harm our users, third parties, or FormsApp, then we reserve the right to take down some or all of that content in accordance with applicable law. Examples include child pornography, content that facilitates human trafficking or harassment, and content that infringes someone else's intellectual property rights.

Suspending or terminating your access to FormsApp services

FormsApp reserves the right to suspend or terminate your access to the services or nullify your subscription if any of these things happen:

- you materially or repeatedly breach these terms, or policies
- we're required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or liability to a user, third party, or FormsApp — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you

If you believe your FormsApp subscription has been suspended or terminated in error, you can appeal.

Of course, you're always free to stop using our services at any time. If you do stop using a service, we'd appreciate knowing why so that we can continue improving our services.

Settling disputes, governing law, and courts

For information about how to contact FormsApp, please visit our application contact page.

Indian penal code will govern all disputes arising out of or relating to these terms, or any related services, regardless of conflict of laws rules.

To the extent that applicable local law prevents certain disputes from being resolved in an Indian court, then you can file those disputes in your local courts. Likewise, if applicable local law prevents your local court from applying Indian penal code to resolve these disputes, then these

disputes will be governed by the applicable local laws of your country, state, or other place of residence.

About these terms

By law, you have certain rights that can't be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights.

These terms describe the relationship between you and FormsApp. They don't create any legal rights for other people or organizations, even if others benefit from that relationship under these terms.

We want to make these terms easy to understand, so we've used examples from our services. But not all services mentioned may be available in your country.

If it turns out that a particular term is not valid or enforceable, this will not affect any other terms. If you don't follow these terms, and we don't take action right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future.

We may update these terms (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms or service-specific additional terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove your content and stop using the services. You can also end your relationship with us at any time by closing your subscription.

DEFINITIONS

affiliate

An entity that belongs to FormsApp.

business user

An individual or entity who is not a consumer (see consumer).

consumer

An individual who uses FormsApp services for personal, non-commercial purposes outside of their trade, business, craft, or profession. (See business user)

copyright

A legal right that allows the creator of an original work (such as a blog post, photo, or video) to decide if and how that original work may be used by others.

disclaimer

A statement that limits someone's legal responsibilities.

indemnify or indemnity

An individual or organization's contractual obligation to compensate the losses suffered by another individual or organization from legal proceedings such as lawsuits.

intellectual property rights (IP rights)

Rights over the creations of a person's mind, such as inventions (patent rights); literary and artistic works (copyright); designs (design rights); and symbols, names, and images used in commerce (trademarks). IP rights may belong to you, another individual, or an organization.

liability

Losses from any type of legal claim, whether the claim is based on a contract, tort (including negligence), or other reason, and whether or not those losses could have been reasonably anticipated or foreseen.

organization

A legal entity (such as a corporation, non-profit, or school) and not an individual person.

services

FormsApp services

trademark

Symbols, names, and images used in commerce that are capable of distinguishing the goods or services of one individual or organization from those of another.

warranty

An assurance that a product or service will perform to a certain standard.

your content

Things that you write, upload, submit, store, send, receive, or share with FormsApp using our services