

# TERMS OF SERVICE

Last updated February 1, 2024

## AGREEMENT TO OUR LEGAL TERMS

We are Artifakt LLC ("**Company**," "**We**," "**Us**," "**Our**"), an incorporation registered in Washington, United States, at 4422 SW 101st Street, Seattle, WA 98146.

We operate the website <https://questsnap.com> (the "**Site**"), as well as any other related products and services that refer or link to these legal terms (the "**Legal Terms**") (collectively, the "**Services**").

Our Services allow You to effortlessly collect guest photos and videos using a private QR code. No app download or sign-up is required for guests.

You can contact us by phone at +1 (206) 486-2331, by email at [contact@questsnap.com](mailto:contact@questsnap.com), or by mail to 4422 SW 101st Street, Seattle, WA 98146, United States.

These Legal Terms constitute a legally binding agreement made between You, whether personally or on behalf of any other individual, partnership, joint venture, corporation, trust, unincorporated organization, government and any of its departments or agencies, or any other entity ("**You**"), and Artifakt LLC, concerning Your access to and use of the Services. "**Persons**" refers to any individual, partnership, joint venture, corporation, trust, unincorporated organization, government and any of its departments or agencies, or any other entity. You agree that by accessing the Services, You have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide You with prior notice of any scheduled changes to the Services You are using.

The modified Legal Terms will become effective upon posting or notifying You by [contact@questsnap.com](mailto:contact@questsnap.com), as stated in the email message. By continuing to use the Services after the effective date of any changes, You agree to be bound by the modified terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that You print a copy of these Legal Terms for Your records.

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## 1. OUR SERVICES

Our Services are not intended for distribution or use by any Person in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Us to any registration requirement within such jurisdiction or country. Accordingly, those Persons who choose to access Our Services from such jurisdictions or countries do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Our Services are not tailored to comply with industry-specific regulations (e.g. Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if Your interactions would be subjected to such laws, You may not use Our Services. You may not use Our Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

## 2. INTELLECTUAL PROPERTY RIGHTS

### Our intellectual property

We are the owner or the licensee of all intellectual property rights in Our Services, including: any source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in Our Services (collectively, the "**Content**"); any Content uploaded by You for the use of Our Service, subject to the terms and conditions set forth in Our Privacy Policy; all trademarks, service marks, and logos contained or displayed on Our Services (the "**Marks**"); and any other intellectual property right belonging to Our Service or Artifakt LLC that heretofore exists or that comes to exist in the future.

Our Content, Marks, and any other intellectual property rights belonging to Our Services or Artifakt LLC are protected by copyright laws, trademark laws, various other intellectual property laws, unfair competition laws, and international treaties. Any such laws or treaties may be in force in the United States or around the world in any other jurisdiction or country.

The Content, Marks, and any other piece of intellectual property is provided in or through Our Services "AS IS" for Your personal, non-commercial, non-profit use only.

## **Your use of our Services**

Subject to Your compliance with these Legal Terms, including the "**PROHIBITED ACTIVITIES**" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access and use Our Services; and
- download, print a copy, or upload to Your social media account(s) any portion of the Content to which You have properly gained access

solely for Your personal, non-commercial, non-profit use.

Except as set out in this section or elsewhere in Our Legal Terms, no part of Our Services, Content, Marks, or any other piece of intellectual property belonging to Artifakt LLC or Our Services may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial or for-profit purpose whatsoever, without Our express prior written permission.

If You wish to make any use of Our Services, Content, Marks, or any other piece of intellectual property other than as set out in this section or elsewhere in our Legal Terms, please address

Your request to: [contact@guestsnap.com](mailto:contact@guestsnap.com). If We ever grant You the permission to post, reproduce, or publicly display any part of Our Services, Content, Marks, or any other piece of intellectual property for a non-personal, commercial, or for-profit use, You must identify Us as the owners or licensors of the Services, Content, Marks, or other intellectual property right and ensure that any copyright, proprietary, or other legally required notice appears or is visible on posting, reproducing, or displaying Our Content.

We reserve all rights not expressly granted to You in and to the Services, Content, Marks, and any other intellectual property right.

Any breach of any of Our intellectual property rights will constitute a material breach of Our Legal Terms and Your right to use Our Services will terminate immediately. We also reserve the right to take any additional legal actions and seek any further legal protections or remedies in any jurisdiction or country.

## **Your submissions and contributions**

Please review this section and the "**PROHIBITED ACTIVITIES**" section carefully prior to using Our Services to understand the (a) rights You give us and (b) obligations You have when You post or upload any content through Our Services.

**Submissions:** By directly sending or communicating to Us any question, comment, suggestion, idea, feedback, or other information about Our Services ("Submissions"), You agree to assign to Us all intellectual property rights in such Submission. You agree that We shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to You.

**Contributions:** Our Services may invite You to chat, contribute to, create, or otherwise participate in social media posts, blogs, message boards, online forums, and other functionality during which You may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to Us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ("Contributions"). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other Persons, users of Our Services, and third-party websites.

**When You post Contributions, You grant Us a license (including use of Your name, trademarks, and logos):** By posting any Contributions, You grant Us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in

whole or in part), and exploit Your Contributions (including, without limitation, Your image, name, and voice) for any purpose (commercial, advertising, or otherwise, subject only to the limitations set forth in Our Privacy Policy), to prepare derivative works of, or incorporate into other works, Your Contributions, and to sublicense the licenses granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This license includes Our use of Your name, name of Your company or other legal entity, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images You provide.

**You are responsible for what You post or upload:** By sending or communicating to Us Submissions, posting Contributions or Content through the use of any part of Our Services, or making Contributions or Content accessible through Our Services by linking or otherwise associating Your account for Our Services to any of Your social media account(s), You:

- confirm that You have read and agree with Our "**PROHIBITED ACTIVITIES**" and will not post, send, publish, upload, transmit, or otherwise communicate through Our Services any Submissions, Contributions, or Content that are illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any Person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submissions, Contributions, or Content;
- warrant that any such Submissions, Contributions, or Content are original to You or that You have the necessary rights and licenses to submit such Submissions, Contributions, or Content in all jurisdictions and countries and that You have full authority to grant to Us the above-mentioned rights in relation to Your Submissions, Contributions, or Content; and
- warrant and represent that your Submissions, Contributions, or Content do not constitute confidential information.

You are solely responsible for Your Submissions, Contributions, and Content. You expressly agree to reimburse Us for any losses, including attorneys fees and court costs, that We may suffer because of Your breach of (a) this section, (b) any third party's intellectual property rights, or (c) any other applicable civil or criminal law.

**We may remove or edit Your Content:** Although We have no obligation to monitor any Submissions, Contributions, or Content, We shall have the right to remove or edit any Submissions, Contributions, or Content at any time without notice if, in Our reasonable opinion, We consider such Submissions, Contributions, or Content harmful or in breach of these Legal Terms. If We remove or edit any such Submissions, Contributions, or Content, We may also suspend or disable Your account and report you to the authorities. We also reserve the right to take any additional legal actions and seek any further legal protections or remedies in any jurisdiction or country.

### **Infringement of Your Intellectual Property Rights**

We respect the intellectual property rights of others. If You believe that any material available on or through Our Services infringes upon any intellectual property right that You own or control, please immediately refer to the "**Infringement of Your Intellectual Property Rights**" section below.

## **3. USER REPRESENTATIONS**

By using Our Services, You represent and warrant that: (1) all registration information You submit will be true, accurate, current, and complete; (2) You will maintain the accuracy of such information and promptly update such registration information as necessary; (3) You have the legal capacity to comply with these Legal Terms and You agree to do so; (4) You are not a minor in the jurisdiction in which You reside; (5) You will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) You will not use the Services for any illegal or unauthorized purpose; and (7) Your use of the Services will not violate any applicable law or regulation.

If You provide any information that is untrue, inaccurate, not current, or incomplete, We have the right to suspend or terminate Your account and refuse any and all current or future use of the Services (or any portion thereof). We also reserve the right to take any additional legal actions and seek any further legal protections or remedies in any jurisdiction or country.

## **4. USER REGISTRATION**

You may be required to register to use Our Services. You agree to keep Your password confidential and will be responsible for all use of Your account and password. We reserve the right to remove, reclaim, or change a username You select if We determine, in Our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## **5. PURCHASES AND PAYMENT**

We accept, through our third-party payment processing vendor Stripe, the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover

You agree to provide current, complete, and accurate purchase and account information for all purchases made via Our Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that We or Stripe can complete Your transactions and contact You as needed. Sales tax will be added to the price of purchases as deemed required by Us. We may change prices at any time.

All payments shall be in United States dollars.

You agree to pay all charges at the prices then in effect for Your purchases and any applicable shipping fees, and You authorize us to charge, through Stripe, Your chosen payment provider for any such amounts upon placing Your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through Our Services. We may, in Our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in Our sole judgment, appear to be placed by dealers, resellers, or distributors.



## 6. CANCELLATION

You can cancel Your account through Our Service at any time by contacting Us using the contact information provided below. Your cancellation will take effect within 7 days after We receive Your request. By creating an account through Our Service, You agree that any refunds to You will be at Our sole discretion and that You will not be entitled to any refund for canceling Your account.

If you are unsatisfied with Our Services, please email Us at [contact@guestsnap.com](mailto:contact@guestsnap.com) or call Us at +1 (206) 486-2331.

## 7. PROHIBITED ACTIVITIES

You may not access or use Our Services for any purpose other than that for which We make Our Services available. Our Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Us.

As a user of Our Services, You agree not to:

- Systematically retrieve Content or other data from Our Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Us.
- Trick, defraud, or mislead Us or other users or Persons, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of Our Services, including features that prevent or restrict the use or copying of any Content or other data or enforce limitations on the use of Our Services and/or the Content or other data contained therein.
- Disparage, tarnish, or otherwise harm, in Our sole opinion, Us and/or Our Services.
- Use any information obtained from Our Services in order to harass, abuse, or harm another Person.
- Make improper use of Our support services or submit false reports of abuse or misconduct.
- Use Our Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to Our Services.

- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text) or excessive uploading of Content, that interferes with any party's uninterrupted use and enjoyment of Our Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of Our Services or the system upon which it runs, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or Person or use the username of another user.
- Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including clear graphics interchange formats ("gifs"), pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on Our Services or the networks or services connected to Our Services.
- Harass, annoy, intimidate, or threaten any of Our employees or agents engaged in providing any portion of Our Services to You.
- Attempt to bypass any measures of Our Services designed to prevent or restrict access to Our Services, or any portion of Our Services.
- Copy or adapt Our Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up any part of Our Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including any spider, robot, cheat utility, scraper, or offline reader that accesses Our Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on Our Services.
- Make any unauthorized use of Our Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use Our Services as part of any effort to compete with us or otherwise use Our Services or any Content, Submissions or Contributions for any revenue-generating endeavor or commercial or for-profit enterprise, unless You have retained express permission from Us to do so in writing.

## 8. USER GENERATED CONTRIBUTIONS

Our Services may invite You to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide You with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to Us or on Our Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of Our Services and through third-party websites. As such, any Contributions You transmit may be treated as non-confidential and non-proprietary. When You create or make available any Contributions, You thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of Your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize Us, Our Services, and other users of Our Services to use Your Contributions in any manner contemplated by Our Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual Person in Your Contributions to use the name or likeness of each and every such identifiable individual Person to enable inclusion and use of Your Contributions in any manner contemplated by Our Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse any Person.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other Person and to promote violence against a specific Person or class of People.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.

- Your Contributions do not violate any applicable law concerning child pornography, or any other applicable law intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to age, race, color, religion, citizenship status, national origin, gender identity, sexual orientation, sex, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of Our Services in violation of the foregoing or any other part of these Legal Terms may result in, among other things, termination or suspension of your rights to use the Services. We also reserve the right to take any additional legal actions and seek any further legal protections or remedies in any jurisdiction or country

## **9. CONTRIBUTION LICENSE**

By posting Your Contributions to any part of Our Services, You automatically grant, and You represent and warrant that You have the right to grant, to Us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing, subject only to the limitations in Our Privacy Policy. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes Our use of Your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images You provide. You waive all moral rights in your Contributions, and You warrant that moral rights have not otherwise been asserted in Your Contributions.

We do not assert any ownership over Your Contributions. You retain full ownership of all of Your Contributions and any intellectual property rights or other proprietary rights associated with Your Contributions. We are not liable for any statements or representations in Your Contributions

provided by You in any area on Our Services. You are solely responsible for Your Contributions to Our Services and any Content expressed therein, and You expressly agree to exonerate Us from any and all responsibility and to refrain from any legal action against Us regarding Your Contributions. We also reserve the right to take any appropriate legal actions, including the right to seek any legal protections or remedies in any jurisdiction or country, against You for Your Contributions if they do not comply with Our policies or the law.

We have the right, in Our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on Our Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. However, we have no obligation to monitor Your Contributions.

## **10. THIRD-PARTY WEBSITES AND CONTENT**

Our Services may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through Our Services or any Third-Party Content posted on, available through, or installed from Our Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by Us. If You decide to leave Our Services and access the Third-Party Websites or to use or install any Third-Party Content, You do so at Your own risk, and You should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which You navigate from Our Services or relating to any applications You use or install from Our Services. Any purchases You make through Third-Party Websites will be through other websites and from other Persons, and We take no responsibility whatsoever in relation to such purchases which are exclusively between You and the applicable third party. You agree and acknowledge that We do not endorse the products or services offered on Third-Party Websites and You shall hold Us blameless from any harm caused to You or losses sustained by You that is caused by

Your purchase of such products or services. Additionally, You shall hold Us blameless from any losses sustained by You or harm caused to You relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **11. SERVICES MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor Our Services for violations of these Legal Terms; (2) take appropriate legal action against any Person who, in Our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user or Person to law enforcement authorities; (3) in Our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of Your Contributions or any portion thereof; (4) in Our sole discretion and without limitation, notice, or liability, to remove from Our Services or otherwise disable all files, data, and Content that are excessive in size or are in any way burdensome to Our systems; and (5) otherwise manage Our Services in a manner designed to protect Our rights and property and to facilitate the proper functioning of Our Services.

## **12. PRIVACY POLICY**

We care about data privacy and security. Please review Our Privacy Policy:

<https://guestsnap.com/privacy-policy>. By using Our Services, You agree to be bound by Our Privacy Policy, which is incorporated into these Legal Terms. Please be advised Our Services are hosted in the United States. If You access Our Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through Your continued use of Our Services, You are transferring Your data to the United States, and You expressly consent to have Your data transferred to and processed in the United States.

## **13. INTELLECTUAL PROPERTY INFRINGEMENT**

We respect the intellectual property rights of others. If You believe that any material available on or through Our Services infringes upon any copyright or other piece of intellectual property that You own or control, please immediately notify Us using the contact information provided below (a "Notification"). A copy of Your Notification will be sent to the Person who posted or stored the

material addressed in the Notification. Please be advised that pursuant to applicable law You may be held liable for damages if You make material misrepresentations in a Notification. Thus, if You are not sure that material located on or linked to by the Services infringes Your copyright, You should consider first contacting an attorney.

## **14. TERM AND TERMINATION**

These Legal Terms shall remain in full force and effect while You use Our Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF OUR SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN OUR SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If We terminate or suspend Your account for any reason, You are prohibited from registering and creating a new account under Your name, a fake or borrowed name, or the name of any third party, even if You may be acting on behalf of the third party. In addition to terminating or suspending Your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **15. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of Our Services at any time or for any reason at Our sole discretion without notice. However, We have no obligation to update any information on Our Services. We will not be liable to You or any third party for any modification, price change, suspension, or discontinuance of Our Services.

We cannot guarantee Our Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to Our Services, resulting

in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify Our Services at any time or for any reason without notice to You. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by Your inability to access or use Our Services during any downtime or discontinuance of Our Services. Nothing in these Legal Terms will be construed to obligate Us to maintain and support Our Services or to supply any corrections, updates, or releases in connection therewith.

## **16. GOVERNING LAW**

These Legal Terms and Your use of Our Services are governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and to be entirely performed within the State of Washington, without regard to its conflict of law principles.

## **17. DISPUTE RESOLUTION**

### **Binding Arbitration**

If Our Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the [American Arbitration Association \(AAA\) website](#). Your arbitration fees and Your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Seattle, Washington. Except as otherwise



provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If, for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Seattle, Washington, and the Parties hereby consent to, and waive all defenses for lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

In no event shall any Dispute brought by either Party related in any way to Our Services be commenced more than one (1) year after the cause of action was discovered. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other Persons.

## **Exceptions to Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of

theft, piracy, invasion of privacy, or unauthorized use; (c) any claim for injunctive relief; and (d) any Dispute related to, or arising from, any allegation of any violation of any criminal law(s). If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **18. CORRECTIONS**

There may be information on Our Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on Our Services at any time, without prior notice.

## **19. DISCLAIMER**

OUR SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH OUR SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF OUR SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO OUR SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED

AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **20. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF OUR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN UNITED STATES FEDERAL LAWS, STATE LAWS, AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **21. INDEMNIFICATION**

You agree to defend, indemnify, and hold Us harmless, including Our subsidiaries, affiliates, and all of Our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) Your Contributions; (2) use of Our Services; (3) breach of these Legal Terms; (4) any breach of Your representations and warranties set forth in

these Legal Terms; (5) Your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of Our Services with whom You connected via Our Services. Notwithstanding the foregoing, We reserve the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Us, and You agree to cooperate, at Your expense, with Our defense of such claims. We will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **22. USER DATA**

We will maintain certain data that You reasonably transmit to Our Services for the purpose of managing the performance of Our Services, as well as data relating to Your reasonable use of Our Services. Although We perform regular routine backups of data, You are solely responsible for all data that You transmit or that relates to any activity You have undertaken using the Services. You agree that We shall have no liability to You for any loss or corruption of any such data, and You hereby waive any right of action against Us arising from any such loss or corruption of such data.

## **23. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting Our Services, sending Us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and You agree that all agreements, notices, disclosures, and other communications that We provide to You electronically, via email and on Our Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA OUR SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **24. CALIFORNIA USERS AND RESIDENTS**

If any complaint with Us is not satisfactorily resolved, You can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **25. MISCELLANEOUS**

These Legal Terms and any policies or operating rules posted by Us on Our Services or in respect to Our Services constitute the entire agreement and understanding between You and Us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of Our rights and obligations to other Persons at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond Our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between You and Us as a result of these Legal Terms or use of Our Services. You agree that these Legal Terms will not be construed against Us by virtue of Our drafting of them. You hereby waive any and all defenses You may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

## **26. CONTACT US**

In order to resolve a complaint regarding Our Services or to receive further information regarding use of Our Services, please contact Us at:

**Artifakt LLC**  
**4422 SW 101st Street**  
**Seattle, WA 98146**

**United States**

**Phone: +1 (206) 486-2331**

**[contact@guestsnap.com](mailto:contact@guestsnap.com)**