

Terms of Use

By using or uploading any information, data, code or other input (your “Content“) to the Zumu Software web site (“Service“), a service of Zumu Software (“Zumu”), you (“you”, “your” or “User”) are agreeing to be bound by the following terms and conditions (“Terms of Use“). **IF YOU DO NOT AGREE TO THIS TERMS OF USE, THEN YOU MAY NOT ACCESS OR USE THE SERVICE.** Zumu Software reserves the right to update and change the Terms of Use from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Use. Continued use of the Service after any such changes shall constitute your consent to such changes. Violation of any of the terms below will result in the termination of your Account without notice. While Zumu Software prohibits such conduct and Content on the Service, you understand and agree that Zumu Software cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Account Terms

You must be 13 years or older to use this Service.

You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.

You are responsible for maintaining the confidentiality and security of your account and password. Zumu Software cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have access to your account).

You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Privacy

Any personal information you submit to the Service or Zumu Software will be treated by Zumu Software in the matter described in the [Privacy Policy](#).

Payments and Refund Terms

The Service is non-refundable. In order to treat everyone equally, no exceptions will be made.

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.

Zumu Software will do whatever possible to get Apple to approve your mobile application, we do not and cannot guarantee acceptance. If Apple denies your application you may cancel your account, however there are no refunds under any circumstances.

Cancellation and Termination

You are solely responsible for properly canceling your account. Account cancellation requests must be submitted to info@zumu.com.

All of your Content will be deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

Zumu Software, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Zumu Software service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account.

Zumu Software reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

Zumu Software reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Zumu Software shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

From time to time, Zumu Software may issue an update to the Service which may add, modify, and/or remove features from the Service. These updates may be pushed out automatically with little or no notice, although Zumu Software will do everything in its power to notify you in advance of an upcoming update, including details on what the update includes.

Copyright and Content Ownership

We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by using Zumu Software to create your website and/or mobile application, you agree to allow others to view and share your Content.

Zumu Software does not pre-screen Content, but Zumu Software and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

The look and feel of the Service is copyright Zumu Software. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Zumu Software.

By using the Service, you warrant that you have full right and ownership of any and all copyrighted material you upload to, or distribute through, the Service.

You shall be solely responsible for securing and paying for all digital delivery licenses, mechanical licenses, any public performance licenses, synchronization licenses and any other licenses from all copyright owners (or their agents) required in connection all Content selected by you for use in connection with the Service and/or the Zumu application.

Zumu Software respects the rights and intellectual property of others, and we ask our users to do the same. If you believe that your product or work has been misrepresented or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Zumu Software with the following information:

- a description of the product, work or other intellectual property that you claim has been misrepresented or infringed;
- a description of where the material that you claim is misrepresenting or infringing your product, work or other intellectual property is located;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the product, work, copyright or intellectual property, or its agents, or applicable law;
- a statement by you, under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the product, work, copyright or intellectual property, or authorized to act on such owner's behalf; and your electronic or physical signature, name, physical address, telephone number and email address.

Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

Users of the Service may contact Zumu Software directly at 120 E. Washington Avenue, Atlantic Highlands, NJ 07716 and info@zumu.com.

General Conditions

Your use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis.

Customer and Technical support is available through help@zumu.com as well as various links to “HELP” located on various Zumu pages.

You understand that Zumu Software uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with any other Zumu Software service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Zumu Software.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Use.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Zumu Software customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve

- Transmissions over various networks; and
- Changes to conform and adapt to technical requirements of connecting networks or devices.

By using the Service, you expressly consent to us building your website and/or app on multiple platforms and multiple phone operating systems, even if those platforms and phone operating systems are not available today.

If your website and/or app is built using Zumu Software, you agree that Zumu Software has the right to the following, with or without notice, at any time and for any reason:

- Remove website and/or app from publication
- Modify the description or other characteristics or features of your website and/or app
- Publicize your website and/or app and your brand

You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.

You must not transmit any worms or viruses or any code of a destructive nature.

Zumu Software disclaims any express or implied warranties and does not warrant that:

- The Service will meet your specific requirements
- The Service will be uninterrupted, timely, secure, or error-free
- The results that may be obtained from the use of the Service will be accurate or reliable
- The quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and
- Any errors in the Service will be corrected.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ZUMU SOFTWARE 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 ZUMU SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

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OR ANY OTHER MATTER RELATING TO THE SERVICE.

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You understand that any website or app created in the Service are created by your own volition and you therefore indemnify and hold harmless Zumu Software and all its subsidiaries, employees, and any agent acting on their behalf from any and all liabilities, claims, demands, or personal injury, including death that may be sustained, due to or relating in any way but not limited to copy right infringement, fraudulence, or trademark violation by way of creating and/or using of any website or apps created by the Service, or for claims related to or arising from your violation of this Terms of Use.

If any provision of these Terms of Use is found to be for any reason unenforceable, then that provision shall be deemed severable from the other provisions herein, and shall not affect the validity and enforceability of any remaining provisions. Zumu Software shall have no liability under these Terms of Use to the extent arising from any failure of Zumu Software to perform any of its obligations due to any fire, flood, earthquakes, other acts of God, war, civil unrest, terrorism, Internet failures, governmental act or court order, national emergency, strikes or labor disputes or any other event not within Zumu Software's reasonable control.

The failure of Zumu Software to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Zumu Software and govern your use of the Service, superseding any prior agreements between you and Zumu Software (including, but not limited to, any prior versions of the Terms of Service).

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