

Terms and Conditions

Last updated: May 24, 2018

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://codesmith.io/> website (the "Service") operated by Codesmith LLC ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. We provide services on several platforms, including YouTube and Slack. You are required to comply with these platforms terms as well as ours.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information to Stripe, our payment processor, relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. Your purchase is also subject to Stripe's Terms of Service and related policies. You can review Stripe's Privacy Policy [here](#).

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct, and complete.

The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on

other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We, therefore, reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Prohibited Activities

We expect everyone who uses our services to behave responsibly and keep this community supportive and helpful. Don't do any of these things:

- Don't break the law.
- Don't take any action that infringes or violates other people's rights, violates the law, or breaches any contract or legal duty you have toward anyone.
- Don't lie to people.
- Don't post information you know is false, misleading, or inaccurate.
- Don't do anything deceptive or fraudulent.
- Don't offer prohibited items.
- Don't victimize anyone.
- Don't do anything threatening, abusive, harassing, defamatory, libelous, tortious, obscene, profane, or invasive of another person's privacy.
- Don't spam.
- Don't distribute unsolicited or unauthorized advertising or promotional material, or any junk mail, spam, or chain letters.
- Don't run mail lists, listservs, or any kind of auto-responder or spam on or through the Site.
- Don't harm anyone's computer.
- Don't distribute software viruses, or anything else (code, films, programs) designed to interfere with the proper function of any software, hardware, or equipment on the website.
- Don't abuse other users' personal information.
- Don't try to interfere with the proper workings of the Services.
- Don't bypass any measures we've put in place to secure the Services.
- Don't try to damage or get unauthorized access to any system, data, password, or other information.

- Don't take any action that imposes an unreasonable load on our infrastructure, or on our third-party providers. (We reserve the right to determine what's reasonable.)
- Don't use any kind of software or device (whether it's manual or automated) to "crawl" or "spider" any part of the Site.
- Don't take apart or reverse engineer any aspect of Codesmith in an effort to access things like source code, underlying ideas, or algorithms.

If you break any of these rules, we will terminate your right to use or access the Services. We reserve the right to remove any content or user submissions from the Services at any time, for any reason (including if someone alleges you contributed that Content in violation of these Terms), and without notice.

We also maintain a Slack community with its own set of guidelines ([hyperlink](#)). You are required to act in accordance with our community guidelines.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

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

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Codesmith, LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Codesmith, LLC.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Codesmith, LLC

Codesmith, LLC has no control over and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Codesmith, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Codesmith, LLC and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

Limitation Of Liability

In no event shall Codesmith, LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Codesmith, LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure, or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Forum and Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions. Any dispute relating to the use of any Codesmith service or program shall be resolved in the courts of the Superior Court, County of Los Angeles, State of California.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

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

Severability

If one or more of the provisions of this Terms are held to be unenforceable under applicable law, the surviving provisions remain effective.

Headings

The descriptive headings of the several sections of this Terms are inserted for convenience only and shall not be deemed to affect the meaning or construction of any provision hereof.

Final Incorporation

These are our official terms and our rules for how things work.

These Terms and the other material referenced in them are the entire agreement between you and Codesmith with respect to the Services. They supersede all other communications and proposals with respect to the Services and govern our future relationship. If any provision of these Terms is found to be invalid under the law, that provision will be limited or eliminated to the minimum extent necessary so that the Terms otherwise will remain in full force and effect and enforceable.

Contact Us

If you have any questions about these Terms, please contact us at hello@codesmith.io.