**WittyParrot Terms of Service**

Effective: February 01, 2019

Thanks for using WittyParrot. Please read these Terms carefully. By using WittyParrot or signing up for an account, you’re agreeing to these Terms, which will result in a legal agreement between you and WittyParrot (“Agreement”). Our Privacy Policy explains how we collect and use your information while our Acceptable Use Policy outlines your responsibilities when using our Services. By using our Services, you’re agreeing to be bound by these Terms, our Privacy Policy, and Acceptable Use Policy. If you’re using our Services for an organization, you’re agreeing to these Terms on behalf of that organization. If you don’t agree to these Terms, you must immediately discontinue your use of the Service

We’ll start with the basics, including a few definitions that should help you understand these Terms. WittyParrot (“WittyParrot,” “Platform”, “we,” or “us”) is an online intelligent communication and knowledge automation platform (the “Service”) offered through the various URLs, Add-Ons and downloads that allows you to, among other things, create, send, share, and manage files, content, documents, collateral, media, certain marketing campaigns, including, without limitation, emails, advertisements, social media posts and mailings (each a “Content & Campaign,” and collectively, “Content & Campaigns”). WittyParrot is a Delaware C Corporation company whose legal name is Acrowit, Inc. d/b/a WittyParrot. WittyParrot has employees, independent contractors, and representatives (“our Team”). As a customer of the Service or a representative of an entity that’s a customer of the Service, you’re a “Member” according to this Agreement (or “you”).

Some features of the Service are offered as add-ons to your WittyParrot account (“Add-ons”). Unless expressly stated otherwise, these Terms apply to the use of Add-ons.

If you have any questions about our Terms, feel free to email us at [legal@wittyparrot.com](mailto:legal@wittyparrot.com).

Your Content & Your Permissions

1. Content

When you use our Services, you provide us with things like your files, content, messages, contacts, and so on (“**Your Content**”). Your Content is yours. These Terms don’t give us any rights to Your Content except for the limited rights that enable us to offer the Services.

We need your permission to do things like hosting Your Content, backing it up, and sharing it when you ask us to. Our Services also provide you with features like photo thumbnails, document previews, commenting, easy sorting, editing, sharing, and searching. These and other features may require our systems to access, store, and scan Your Content. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.

2. Sharing your Content

Our Services let you share Your Content with others. When you share the content, that contains images, as wit link, we create public URLs for such images. These public URLs allow anyone who has access to the URLs can access the images used in the content. So please think carefully about what you share

3. Your Responsibilities

You’re responsible for your conduct. Your Content and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others’ intellectual property rights. Please don’t copy, upload, download, or share content unless you have the right to do so.

We may review your conduct and content for compliance with these Terms and our [Acceptable Use Policy](https://www.dropbox.com/terms#acceptable_use). With that said, we have no obligation to do so. We aren’t responsible for the content people post and share via the Services.

**Account**

4. Eligibility

In order to use the Service, you must:

1. be at least eighteen (18) years old and able to enter into contracts;
2. complete the registration process;
3. agree to these Terms;
4. provide true, complete, and up-to-date contact and billing information; and
5. not be based in Cuba, Iran, North Korea, Syria, or any other country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist-supporting” country.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won’t use the Service in a way that violates any laws or regulations. Note that by representing and warranting, you are making a legally enforceable promise.

WittyParrot may refuse service, close accounts of any users, and change eligibility requirements at any time.

5. Term

When you sign up for the Service and agree to these Terms, the Agreement between you and WittyParrot is formed, and the term of the Agreement (the “Term”) will begin. The Term will continue for as long as you have a WittyParrot account or until you or we terminate the Agreement in accordance with these Terms, whichever happens first. Entering your username and clicking the “Login” button means that you’ve officially “signed” and accepted the Terms. If you sign up for the Service on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms and enter into the Agreement on its behalf.

6. Closing Your Account

You or WittyParrot may terminate the Agreement at any time and for any reason by terminating your WittyParrot account or giving notice to the other party. If you choose to close the account and terminate the agreement and your account is a paid account, we’ll not refund the prepayment. We may suspend the Service to you at any time, with or without cause. If we terminate your account without cause, and your account is a paid account, we’ll refund a prorated portion of your monthly or annual prepayment. We won’t refund or reimburse you in any other situation, including if your account is suspended or terminated for cause, like a breach or any violation of the Agreement. If your paid account is inactive for 12 or more months, we may terminate the account. We will terminate your free trial account once the trial period ends and if you choose not to convert the free trial account to paid account. Once your account is terminated, you acknowledge and agree that we may permanently delete your account and all the data associated with it, including your Content & Campaigns. Usernames are unique and can only be used once. If your account has been terminated, the username will no longer be available for use on any future accounts and cannot be reclaimed.

7. Changes

We may change any of the Terms by posting revised Terms of Use on our Website. Unless you terminate your account within 30 days, the new Terms will be effective immediately and apply to any continued or new use of the Service. We may change the Website, the Service, Add-ons, or any features of the Service at any time, and we may discontinue the Website, the Service, Add-ons, or any features of the Service at any time.

8. Account and Password

You’re responsible for keeping your account name and password confidential. You’re also responsible for any account that you have access to and any activity occurring in such account (other than activity that WittyParrot is directly responsible for that isn’t performed in accordance with your instructions), whether or not you authorized that activity. You’ll immediately notify us of any unauthorized access or use of your accounts. We’re not responsible for any losses due to stolen or hacked passwords that are caused by or result from your negligence. We don’t have access to your current password, and for security reasons, we may only provide you with instructions on how to reset your password. We have the right to update any of your contact information in your account for billing purposes. In addition, you represent and warrant that all information you provide to us when you establish an account, and when you access and use the Service, is and will remain complete and accurate.

9. Account Disputes

We don’t know the inner workings of your organization or the nature of your personal relationships. You won’t request access to or information about an account that’s not yours, and you’ll resolve any account-related disputes directly with the other party. We decide who owns an account based on the content in that account, and if multiple people or entities are identified in the content, then we’ll rely on the contact and profile information listed for that account. In cases where differing contact and profile information is present, we’ll require you to resolve the matter through proper channels outside of WittyParrot.

When a dispute is identified, we may suspend any account associated with the dispute, including disabling login and platform capabilities, to protect the security and privacy of the data held within the account.

10. Account Disputes

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, WITTYPARROT AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Some places don’t allow the disclaimers in this paragraph, so they may not apply to you

**Payment**

11. Annual and Monthly Plans

When you sign up for a Monthly or Quarterly or Half Yearly or Yearly Plan (“Plan”), you agree to recurring billing. Billing occurs on the same day each month or quarter or half-year or year, based on the date that you started the Plan. Billing for the Plans may be paused, and you may choose to close your account permanently at any time.

Our charges for the Plans may be changed from time to time as per the contract or purchase agreement. If any part of a year is included in the Term, then payment is due for the full year.

12. Credit Cards

As long as you’re a Member with a paid account or otherwise have an outstanding balance with us, you’ll provide us with valid credit card information and authorize us to deduct the annual or quarterly or half-yearly or monthly charges against that credit card. You’ll replace the information for any credit card that expires with information for a valid one. If your credit card is automatically replaced with a new card by a payment processor, you acknowledge and agree that we’re authorized to deduct any charges on your account against the new credit card. Anyone using a credit card represents and warrants that they are authorized to use that credit card, and that any and all charges may be billed to that credit card and won’t be rejected. If we’re unable to process your credit card order, we’ll try to contact you by email and suspend your account until your payment can be processed.

13. Refunds

You may cancel your WittyParrot Paid Account at any time. Refunds are only issued if required by law. You won’t be entitled to a refund for a prepaid Plan if you or we stop providing the Service and terminate your account with or without cause. We may, at our sole discretion, offer a refund if a Member requests one.

14. Charges for Add-Ons

If you use an Add-on that has a charge, then you’ll be billed that additional amount with each billing cycle for as long as the Add-on is active. Your billing cycle for an Add-on may differ from your billing cycle for your Annual or Quarterly or Half-Yearly or Monthly Plan or other Services, and certain Add-ons may require upfront payment for their entire billing cycle.

15. Billing Changes

We may change our fees at any time by posting a new pricing structure to our Website and/or sending you a notification by email. Quoted fees don’t include sales or other transaction-based taxes of any kind.

**Rights**

16. Proprietary Rights Owned by Us

You will respect our proprietary rights and the software used to provide the Service (proprietary rights include, but aren’t limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property). Some of our Services allow you to download client software (“**Software**”) which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we’ll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

17. Proprietary Rights Owned by You

You represent and warrant that you either own or have permission to use all of the material, content, data, and information (including your personal information and the personal information of others) you submit to WittyParrot in the course of using the Service (“Content”). You retain ownership of the Content that you upload to the Service. We may use or disclose your Content (including any personal information therein) only as described in these Terms, our Privacy Policy and Cookie Statement, and, if applicable, our Data Processing Addendum (sample [here](http://www.wittyparrot.com/WP-Customer-DPA-Sample.pdf)).

18. Privacy Policy

Your privacy is important to us. Please read our Privacy Policy and Cookie Statement for information regarding how we collect, use, and disclose your Content and personal information and protect your privacy when you use the Service.

19. Right to Review Campaigns

We may view, copy, and internally distribute Content from your usage and Campaigns and account to create and train algorithms and programs (“Tools”) that help us spot problem accounts and improve the Service. We use these Tools to find Members who violate these Terms or laws and to study data internally to make the Service smarter and create better experiences for Members and their contacts.

**Rules and Abuse**

20. General Rules

By agreeing to these Terms, you promise to follow these rules:

1. You won’t send spam! We mean “spam” as it is defined on the [Spamhaus website](http://www.spamhaus.org/definition.html).
2. You won’t use purchased, rented, or third-party lists of email addresses.
3. You’ll comply with our Acceptable Use Policy, which forms part of these Terms.

WittyParrot doesn’t allow accounts with the primary purpose of promoting or inciting harm toward others or the promotion of discriminatory, hateful, or harassing Content. To this end, we may suspend or terminate your account if you send a Campaign or otherwise distribute any Content that we determine, in our sole discretion, contains either of the following:

* A Threat of Physical Harm. This means any statement, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to threaten, advocate, or incite physical harm to or violence against others.
* Hateful Content. This means any statement, image, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to harm, threaten, promote the harassment of, promote the intimidation of, promote the abuse of, or promote discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease, or immigration status.

We also may suspend or terminate your account if we determine, in our sole discretion, that you are either:

* an organization that has publicly stated or acknowledged that its goals, objectives, positions, or founding tenets include statements or principles that could be reasonably perceived to advocate, encourage, or sponsor Hateful Content or A Threat of Physical Harm;
* a person that has publicly made a comment or statement, or otherwise publicly made known a position, including by membership in an organization as discussed above, that could be reasonably perceived as Hateful Content or A Threat of Physical Harm; or
* a person or organization that has acted in such a way as could be reasonably perceived to support, condone, encourage, or represent Hateful Content or A Threat of Physical Harm.

If you violate any of these rules, then we may suspend or terminate your account.

21. Reporting Abuse

If you think anyone is violating any of these Terms, please notify us immediately. If you received spam you think came from a WittyParrot Member, please report it to us via email to [legal@wittyparrot.com](mailto:legal@wittyparrot.com). (Every email Campaign sent through the Service has an embedded campaign tracking ID in the email header, making it easy to report suspected spam.) If you think anyone has posted material that violates any protected marks or copyrights, then you can notify us.

22. Compliance with Laws

You represent and warrant that your use of the Service will comply with all applicable laws and regulations. You’re responsible for determining whether the Service is suitable for you to use in light of your obligations under any regulations like HIPAA, GLB, EU data privacy laws (including the General Data Protection Regulation) (collectively, “EU Data Privacy Laws”), United States export control laws and regulations and economic sanctions laws and regulations (“U.S. Export Control Laws and Regulations”), or other applicable laws. If you’re subject to regulations (like HIPAA) and you use the Service, then we won’t be liable if the Service doesn’t meet those requirements. You may not use the Service for any unlawful or discriminatory activities, including acts prohibited by the [Federal Trade Commission Act](https://www.ftc.gov/enforcement/statutes/federal-trade-commission-act), [Fair Credit Reporting Act](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-credit-reporting-act), [Equal Credit Opportunity Act](https://www.justice.gov/crt/equal-credit-opportunity-act-3), [Children’s Online Privacy Protection Act](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule), or other laws that apply to commerce.

If you collect any personal information pertaining to a minor and store such information within your WittyParrot account, you represent and warrant that you have obtained valid consent from the minor according to the applicable laws of the jurisdiction in which the minor lives, or that you have otherwise obtained the required parental or guardian consent according to the applicable laws of the jurisdiction in which the minor lives.

If you’re located in the European Economic Area, the United Kingdom, or Switzerland (collectively, the “EEA”) and/or distribute Campaigns or other Content through the Service to anyone located in the EEA (each such Member an “EEA Member”) in creating your Campaign distribution list, sending Campaigns via the Service, and/or otherwise collecting information as a result of creating or sending Campaigns, you represent and warrant to WittyParrot that:

1. You will clearly post, maintain, and abide by a publicly accessible privacy notice on the digital properties from which the underlying data is collected that satisfies the requirements of applicable data protection laws, describes your use of the Service, and includes a link to WittyParrot’s Privacy Policy.
2. You will get and maintain all necessary permissions and valid consents required to lawfully transfer data to WittyParrot and to enable such data to be lawfully collected, processed, and shared by WittyParrot for the purposes of providing the Service or as otherwise directed by you.
3. You will comply with all laws and regulations applicable to the Campaigns sent through the Service, including those relating to (a) acquiring consents (where required) to lawfully send Campaigns, (b) the Content of Campaigns, and (c) your Campaign deployment practices.
4. You will provide and obtain all notices and obtain all necessary consents required by applicable data protection laws to enable WittyParrot to deploy cookies and similar tracking technologies (like web beacons or pixels) lawfully on and collect data from the devices of contacts and end users of the Service in accordance with and as described in the Cookie Statement.
5. You will sign and return WittyParrot’s Data Processing Addendum (sample [here](http://www.wittyparrot.com/WP-Customer-DPA-Sample.pdf)), which sets out your and WittyParrot’s obligations with respect to data protections and security when processing personal information. Once signed, the Data Processing Addendum will form part of and be incorporated into the Agreement. You can access our data processing agreement here, where you will be directed to log in to your account to sign the agreement online.

In addition, if you are an EEA Member, you acknowledge and agree that we have your prior written authorization to respond, at our discretion, to any data subject access requests we receive from your contacts made under EU Data Privacy Laws, or, alternatively, we may direct any such contacts to you so that you can respond to the request accordingly.

You agree to indemnify and hold us harmless from any losses, including all legal fees and expenses, that result from your breach of this Section 22.

23. Export Controls

The software that supports the Service (the “Software”) is subject to U.S. Export Control Laws and Regulations. Export laws are set up by the government to keep certain goods and services from reaching other countries, usually because of security concerns or trade agreements. None of the Software may be downloaded or otherwise exported or re-exported in violation of U.S. Export Control Laws and Regulations and any other applicable export laws and regulations (collectively, “Export Control Laws”). Therefore, you agree that you won’t, directly or indirectly through a third party, allow the Software or content or your Campaigns to be accessed or generated from within, or distributed or sent to, any prohibited or embargoed country as mentioned in any Export Control Laws. In addition, you certify that neither you nor any principals, officers, directors, or any person or entity you know to be directly involved with the use of the Service is designated on any U.S. government list of prohibited or restricted persons.

It’s important to note that this Section 23 isn’t meant to provide a comprehensive summary of the Export Control Laws that govern WittyParrot, the Service, or the Software. You’re downloading and using the Software at your own risk, and it’s your responsibility to consult with a legal advisor to make sure your use of the Service and the Software complies with applicable laws.

**Liability**

24. Limitation of Liability

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the Platform and the Service, including any downloads from the Website. We and our Team won’t be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they’re based on negligence or we’ve been advised of the possibility of those damages. In any calendar month, our total liability to you arising under or in connection with the Agreement—whether in contract, tort (including negligence), breach of statutory duty, or otherwise—will be no more than what you paid us for the Service the preceding month.

In addition, for the avoidance of doubt, in no instance will we or our Team be liable for any losses or damages you suffer if you use the Service in violation of our Acceptable Use Policy, regardless of whether we terminate or suspend your account due to such violation.

25. No Warranties

To the maximum extent permitted by law, we provide the Website and the Service as-is. This means that, except as expressly stated in these Terms, we don’t provide warranties, conditions, or undertakings of any kind in relation to the Website and/or Service, either express or implied. This includes, but isn’t limited to, warranties of merchantability and fitness for a particular purpose, which are to the fullest extent permitted by law, excluded from the Agreement. Since Members use the Service for a variety of reasons, we can’t guarantee that it’ll meet your specific needs.

26. Indemnity

You agree to indemnify and hold us and our Team harmless from any losses, including legal fees and expenses that directly or indirectly result from any claims you make that aren’t allowed under these Terms due to a “Limitation of Liability” or other provision. (Indemnity is an agreement to compensate someone for a loss.) You also agree to indemnify and hold us harmless from any losses, including legal fees and expenses, that directly or indirectly result from (a) your Content, (b) your use of the Service, (c) your violation of any laws or regulations, (d) third-party claims that you or someone using your password did something that, if true, would violate any of these Terms, (e) any misrepresentations made by you, or (f) a breach of any representations or warranties you’ve made to us.

27. Legal Fees and Expenses

If we file an action against you claiming you breached these Terms and we prevail, we’re entitled to recover all reasonable legal fees, expenses, and any damages or other relief we may be awarded.

28. Equitable Relief

If you violate these Terms, then we may seek injunctive relief (meaning we may request a court order to stop you) or other equitable relief.

29. Subpoena Fees

If we have to provide information in response to a subpoena, court order, or other legal, governmental, or regulatory inquiry related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

30. Disclaimers

We and our Team aren’t responsible for the behavior of any third parties, linked websites, or other Members.

**Fine Print**

31. Notice to U.S. Government End Users

The Software and Website, including all documentation, are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, and consist of “Commercial Computer Software” and “Commercial Computer Software Documentation.” The Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. government end users:

1. only as Commercial Items,
2. with the same rights as all other end users, and
3. according to the Terms.

Published and unpublished rights are reserved under the copyright laws of the United States. The manufacturer is Acrowit, Inc. 10225, Beardon Dr. #2, Cupertino, California 95014, United States.

32. Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

33. Choice of Law

The State of California’s laws, except for conflict of laws rules, will apply to any dispute related to the Agreement or the Service. Any dispute related to the Agreement or the Service itself will be decided by the state and federal courts in Santa Clara County, California, and each party will be subject to the jurisdiction of those courts.

34. Force Majeure

We won’t be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of god, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers, or third-party internet service providers.

35. Survivability

Even if this Agreement is terminated, the following sections will continue to apply: Proprietary Rights Owned by Us, Proprietary Rights Owned by You, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement.

36. Severability

If it turns out that a section of these Terms isn’t enforceable, then that section will be removed or edited as little as required, and the rest of the Agreement will still be valid.

37. Interpretation

The headers and sidebar text are provided only to make these Terms easier to read and understand. The fact that we wrote these Terms won’t affect the way the Agreement is interpreted.

38. Amendments and Waiver

Amendments or changes to the Agreement won’t be effective until we post revised Terms on the Website. If we don’t immediately take action on a violation of these Terms, we’re not giving up any rights under the Terms, and we may still take action at some point.

39. No Changes in Terms at Request of Member

Because we have so many Members, we can’t change these Terms for any one Member or group.

40. Further Actions

You’ll provide all documents and take any actions necessary to meet your obligations under these Terms.

41. Notification of Security Breach

In the event of a security breach that may affect you or anyone on your Content and/or Campaign distribution lists (each a “List”), we’ll notify you of the breach once we have determined, in our discretion, that it occurred and will provide a description of what happened. If we determine, and notify you, that you need to forward all or part of that information to anyone on your Lists, you’ll promptly do so.

42. Notices

Any notice to you will be effective when we send it to the last email or physical address you gave us or when posted on our Website. Any notice to us will be effective when delivered to us along with a copy to our legal counsel: Attn. Legal Department, WittyParrot, 10225 Beardon Drive #2, Cupertino, California 95014, United States, or any addresses as we may later post on the Website.

43. Entire Agreement

The Agreement and any additional terms you’ve agreed to by enabling any Add-ons make up the entire agreement between us in relation to its subject matter and supersede all prior agreements, representations, and understandings. Any Additional Terms will be considered incorporated into the Agreement when you activate the corresponding Add-on.

Where there’s a conflict between these Terms and the Additional Terms, the Additional Terms will control to the extent of the conflict.

*Updated February 01, 2019.*