



**Spark::red**  
Oracle Commerce Hosting

## Terms of Use

### 1. Terms

Welcome to the Spark::red Website ("Website"). Your use of this Website indicates your acceptance of these Terms and Conditions of Use ("Terms"), which we may change at any time without notice. PLEASE READ THESE TERMS CAREFULLY AND PLEASE CHECK THESE TERMS PERIODICALLY FOR CHANGES. If you do not agree with any of these Terms, you are prohibited from using or accessing this Website.

### 2. Ownership

This Website is owned and operated by Spark::red, Inc., ("Spark::red"). All content contained in this Website and/or its compilation or arrangement (collectively "Content") is the exclusive property of Spark::red and/or its Content providers and is protected by U.S. and international copyright laws. You may not copy, redistribute or republish the Content in this Website for any purpose other than individual personal use without the express written permission of Spark::red. In addition, this Website contains many Spark::red trademarks, service marks, logos and trade names (collectively "Trademarks"). All such Trademarks are the property of Spark::red. Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of Spark::red.

In the event that you purchase or license any Spark::red products or services ("Services"), your use of, and our respective rights and obligations with respect to, the Services will be governed by the terms of the applicable license or services agreement between you and Spark::red.

### 3. Warranty Disclaimers and Limitation of Liability

All Content contained in this Website is subject to change without notice. Spark::red does not warrant or make any representations concerning the accuracy or reliability of the use of the Content on this Website. THIS WEBSITE AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" BASIS. SPARK::RED MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, TO

THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW. YOU ACKNOWLEDGE THAT YOUR USE OF THIS WEBSITE AND CONTENT IS AT YOUR OWN RESPONSIBILITY AND RISK.

IN NO EVENT SHALL SPARK::RED OR ANY OF ITS THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY INJURY, LOSS, CLAIM OR DAMAGE, OR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY USE OF THE CONTENT OR THIS WEBSITE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **4. Links**

Spark::red has not reviewed all of the websites linked to this Website and is not responsible for the contents of any such linked website. The inclusion of any link does not imply endorsement by Spark::red of the website. Your use of any such linked website is at your own risk. We encourage you to review the terms and conditions of use and privacy policies of any websites you link to from the Spark::red Website.

#### **5. Privacy**

Spark::red is concerned about user privacy and operates this Website under the Privacy Statement published at: <https://www.sparkred.com/wp-content/uploads/2018/05/Privacy-Policy.pdf>

#### **6. Compliance with Children's Online Privacy Protection Act**

Protecting the privacy of the very young is especially important. For that reason, we never intentionally collect or maintain information on the site from those we actually know are under 13, and no part of our Website is structured to attract anyone under 13. Spark::red will delete any information determined by us to be collected from an individual younger than age thirteen (13).

#### **7. Compliance with GDPR**

Although Spark::red is a US based company, we have processes and controls intended to meet the requirements of EU Data Protection laws, including GDPR. Additional information about GDPR is published at <https://www.sparkred.com/wp-content/uploads/2018/05/eu-data-privacy.pdf>

## 8. Governing Law and Jurisdiction

Any claim relating to the Spark::red Website shall be governed by the laws of the State of Washington, without regard to its conflict of law provisions. In the event of a dispute arising out of or relating to these Terms, or your use of or access to this Website, litigation must be brought in state or federal court in the State of Washington.

## 9. Contacting Us

If you have any questions about these Terms and Conditions of Use, the practices of this Website, or your dealings with this Website, please contact us at: [privacy@sparkred.com](mailto:privacy@sparkred.com)

This document was last updated in May 2018