

FratSwipe Terms of Use and End-User License Agreement (EULA)

Last Updated: 07/16/2024

1. Introduction

Welcome to FratSwipe! These Terms of Use and End-User License Agreement ("Terms", "EULA") govern your use of our mobile application ("App") and website ("Site"). By accessing or using our App or Site, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, you may not use the App or Site.

2. Acceptance of Terms

By creating an account, accessing, or using the App or Site, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, do not use our services.

3. Eligibility

You must be at least 18 years old to use FratSwipe. By using our App or Site, you represent and warrant that you meet the age requirement and have the legal capacity to enter into this agreement.

4. User Accounts

4.1 Account Creation

To access certain features of the App, you must create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

4.2 Account Security

You are responsible for maintaining the confidentiality of your account login information and are fully responsible for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

5. Fees and Payments

FratSwipe charges a fee for new chapter registrations each semester (fall and spring). Continued use requires re-registration or payment of the recurring fee. Payments are processed securely through Stripe. By registering a chapter, you agree to pay the applicable fees and authorize us to charge your payment method. All fees are non-refundable.

6. Use of the App

6.1 License

We grant you a limited, non-exclusive, non-transferable, revocable license to use the App for your personal, non-commercial use, subject to these Terms.

6.2 Prohibited Conduct

You agree not to engage in any of the following prohibited activities:

Violating any applicable law or regulation.

Infringing on the intellectual property or privacy rights of others.

Engaging in objectionable content or abusive behavior.

Attempting to interfere with the operation of the App or Site.

7. Content and Conduct

7.1 Content Ownership

You retain ownership of any content you submit through the App. By submitting content, you grant us a worldwide, non-exclusive, royalty-free license to use, copy, modify, and display such content for the purpose of operating the App.

7.2 Content Standards and Moderation

You agree not to submit any content that is unlawful, harmful, abusive, or otherwise objectionable.

Users can report and block objectionable or abusive content directly through the App.

We commit to reviewing reported content within 24 hours and will take necessary actions, including removing content and suspending or banning offenders.

8. Privacy Policy

Your use of the App is also governed by our Privacy Policy, which details how we handle data and protect your privacy. By using the App, you consent to the practices described in the Privacy Policy at <http://cajcode.com/PrivacyPolicy.pdf>.

9. Termination

We may terminate or suspend your account and access to the App at our sole discretion, without prior notice or liability, for any reason, including if you breach these Terms.

10. Disclaimers

The App is provided on an "as is" and "as available" basis. We do not warrant that the App will be uninterrupted, error-free, or secure. We disclaim all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

11. Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from:

Your use or inability to use the App.

Any unauthorized access to or use of our servers and/or any personal information stored therein.

12. Changes to Terms

We reserve the right to modify these Terms at any time. We will notify you of any changes by posting the new Terms on the App. You are advised to review these Terms periodically for any changes. Your continued use of the App after the changes take effect constitutes your acceptance of the new Terms.

13. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflict of law principles.

14. Contact Information

If you have any questions about these Terms, please contact us at Info@cajcode.com.