

Effective January 1, 2017

**Please Read Carefully Before Using This Website:**

syntaxNinjas LLC maintains this site for information and communication purposes. This webpage contains the Terms of Use governing your access to and use of [www.syntaxninjas.com](http://www.syntaxninjas.com) and [blog.syntaxninjas.com](http://blog.syntaxninjas.com) (collectively, this “Website”). If you do not accept these Terms of Use or you do not meet or comply with their requirements, you may not use this Website.

**1. Overview**

YOUR USE OF THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.

Your use of this Website will be deemed to be your acceptance of these Terms of Use.

IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU ARE NOT PERMITTED TO USE THIS WEBSITE.

**2. Changes To This Website and Terms of Use**

syntaxNinjas LLC may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, (ii) the products and/or services as described in this Website, and (ii) these Terms of Use. Any modifications will take effect when posted to this Website. We will provide notice of changes to these Terms of Use by posting them here and encourage you to refer to this page on an ongoing basis for the most current Terms of Use. By your continuing use of this Website after changes are posted, you will be deemed to have accepted such changes.

**3. Jurisdiction**

This Website is directed to individuals and entities located in the United States. It is not directed to any person or entity in any other jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of this Website and its content, including its products and services, are unavailable or otherwise contrary to local laws or regulations. If this applies to you, you are not authorized to access or use any of the information on this Website. syntaxNinjas LLC makes no representation that the information, opinions, advice or other content on this Website (collectively, “Content”) is appropriate or that its products and services are available outside of the United States. Those who choose to access this Website from other locations do so at their own risk and are responsible for compliance with applicable local laws.

**4. Scope of Use and User E-Mail**

The material included on this Website can be used for personal, information, and shopping purposes only. You may access, download and print materials on or from this Website solely for such purposes; however, any print out of this Website, or portions of this Website, must include syntaxNinjas LLC copyright notice. No right, title or interest in any of the materials contained on this Website is transferred to you as a result of accessing, downloading or printing such materials. Without the prior written permission of syntaxNinjas LLC, you may not store (except as permitted below), copy, modify, distribute, transmit, display, reproduce,

publish, license any part of this Website or create derivative works from, link to or frame in another website, use on any other website, or transfer or sell any information obtained from this Website.

In addition, you may not use this Website to:

- gain unauthorized access to this Website, network or computer systems;
- interfere with any other person's use or enjoyment of this Website;
- breach any laws concerning the use of public telecommunications networks or interfere or disrupt networks or websites connected to this Website;
- store any portion of this Website or the Content, except as part of an Internet service provider's incidental caching of pages or for your own personal review later; or
- "hack," interfere with or disrupt this Website or any servers directly or indirectly connected with the service or promote any such activity.

E-mail submissions over the Internet may not be secure and are subject to the risk of interception by third parties. Please consider this fact before e-mailing any information. Also, please consult our Privacy Policy. You agree not to submit or transmit any e-mails or materials through this Website that: (i) are defamatory, threatening, obscene or harassing, (ii) contain a virus, worm, Trojan horse or any other harmful component, (iii) incorporate copyrighted or other proprietary material of any third party without that party's permission or (iv) otherwise violate any applicable laws. syntaxNinjas LLC shall not be subject to any obligations of confidentiality regarding any information or materials that you submit online except as specified in these Terms of Use, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law.

## **5. Copyrights and Trademarks**

All rights, title, and interest (including all copyrights, trademarks, and other intellectual property rights) to the content included on this Website is the property of syntaxNinjas LLC (or to another party that has licensed their material to syntaxNinjas LLC). The materials on this Website, as well as the organization and layout of this site, are copyrighted and are protected by United States and international copyright laws and treaty provisions.

syntaxNinjas LLC respects the intellectual property rights of others and expects our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at [contact@syntaxninjas.com](mailto:contact@syntaxninjas.com).

## **6. Links**

For your convenience, we may provide links to various other websites that may be of interest to you and for your convenience only. However, syntaxNinjas LLC does not control or endorse such websites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such websites. These Terms of Use apply only to this Website and the products and services syntaxNinjas LLC offers. If you decide to access any of the third party sites linked to this Website, you do so at your own risk. Your use of any link is subject to the terms and conditions of use and privacy policy imposed by the operator of the linked website, and syntaxNinjas LLC disclaims all liability in connection with your use of a linked website. syntaxNinjas LLC reserves the right to terminate any link or linking program at any time.

You may not link to this Website without syntaxNinjas LLC's written permission. If you are interested in linking to this Website, please contact us at [contact@syntaxninjas.com](mailto:contact@syntaxninjas.com).

#### **7. No Unlawful Or Prohibited Use**

As a condition of your use of this Website, you warrant and undertake to syntaxNinjas LLC that you will not use this Website for any purpose that is unlawful or prohibited by these Terms of Use. You may not use this Website in any manner that could damage, disable, overburden, or impair this Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this Website.

#### **8. Spamming**

Gathering email addresses from this Website through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other users of this Website is strictly prohibited.

#### **9. No Warranties**

THIS WEBSITE, AND ALL CONTENT, ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEMS INTEGRATION, ACCURACY, AND NON-INFRINGEMENT, ALL OF WHICH SYNTAXNINJAS LLC EXPRESSLY DISCLAIMS. SYNTAXNINJAS LLC DOES NOT ENDORSE AND MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT, AND SYNTAXNINJAS LLC WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY FAILURE OR DELAY IN UPDATING THIS WEBSITE OR ANY CONTENT. WE HAVE NO DUTY TO UPDATE THE CONTENT OF THIS WEBSITE. SYNTAXNINJAS LLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE CONTENT WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE. YOU ARE RESPONSIBLE FOR ANY RESULTS OR OTHER CONSEQUENCES OF ACCESSING THIS WEBSITE AND USING THE CONTENT, AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. THIS WARRANTY DISCLAIMER MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY SYNTAXNINJAS LLC. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT TO THAT EXTENT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

#### **10. Governing Law, Location and Miscellaneous**

These Terms of Use shall be governed in all respects by the laws of the State of California, USA, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification. The parties consent to the jurisdiction of all federal and state courts in California.

## **11. Separate Agreements**

You may have other agreements with syntaxNinjas LLC. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with syntaxNinjas LLC.

## **12. User Submissions And Communications; Public Areas:**

You acknowledge that you own, are solely responsible for or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify syntaxNinjas LLC or its affiliates for all claims resulting from content you supply.

If you make any submission to an area of this Website accessed or accessible by the public (“Public Area”) or if you submit any business information, idea, concept or invention to this Website or syntaxNinjas LLC by email or message, you automatically agree, represent and warrant that the owner of such content, including all intellectual property, has expressly granted syntaxNinjas LLC a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. syntaxNinjas LLC may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, you must not submit them to the Public Areas or to syntaxNinjas LLC by email or message. We try to answer every email or message in a timely manner, but are not always able to do so.

syntaxNinjas LLC reserves the right to take any action it deems necessary to protect the personal safety of our users or the public. syntaxNinjas LLC has no liability or responsibility to users of the Website or any other person or entity.

## **13. Arbitration**

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any syntaxNinjas LLC confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of JAMS. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator’s decision and any award contained therein.

You acknowledge that unauthorized use of the Contents could cause irreparable harm to syntaxNinjas LLC and that in the event of an unauthorized use, syntaxNinjas LLC may seek an injunction in addition to any other remedies available at law or in equity. To the extent that syntaxNinjas LLC believes that you have violated its intellectual property rights, syntaxNinjas LLC (or any affiliated entities) may seek injunctive relief or other appropriate relief in any federal or state court located in California without having to submit that matter to arbitration, and you consent to the exclusive jurisdiction and venue in such courts.

#### **14. Limitation of Liability**

YOUR USE OF ALL CONTENT IS AT YOUR OWN RISK. SYNTAXNINJAS LLC SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF SYNTAXNINJAS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THIS WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THIS WEBSITE OR THE CONTENT. THIS LIMITATION OF LIABILITY MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY SYNTAXNINJAS LLC. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THIS LIMITATION MAY NOT APPLY TO YOU.

#### **15. Indemnity**

You agree to defend, indemnify, and hold syntaxNinjas LLC, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use, including unauthorized uses you may make of any material on this Website.

#### **16. Contact Us**

If you would like to request additional information regarding these Terms of Use, please contact us at [contact@syntaxninjas.com](mailto:contact@syntaxninjas.com). Inquiries regarding a commercial relationship with syntaxNinjas LLC should be directed to [contact@syntaxninjas.com](mailto:contact@syntaxninjas.com).