

# Modular Orange Terms of Service

Welcome to Modular Orange's Terms of Service!

These Terms of Service ("Terms") cover your use of and access to the sites, designs, products, applications, tools, services and features (collectively, the "Services") provided by Matchstick Studio.

By using or accessing the Services, you're agreeing to these Terms. If you're using the Services for or on behalf of an organization, you're agreeing to this Agreement on behalf of that organization, and you represent and warrant that you can do so. References to "you", "your" and similar terms are construed accordingly in this Agreement. If you don't agree to all the terms in this Agreement, you may not use or access the Services.

We've tried to make this Agreement fair and straightforward, but feel free to contact us if you have any questions or suggestions.

## Your Content

**Your User Content Stays Yours.** Users of the Services (whether you or others) may provide us with content, including without limitation text, photos, images, music, audio, videos, fonts, logos, stickers, code and any other materials ("User Content"). Your User Content stays yours, except for the limited rights that enable us to provide, improve, promote and protect the Services as described in this Agreement. User Content includes without limitation content you post to Your Sites or content you include in Your Videos. "Your Sites" means the sites created or published using the Services. "Your Videos" means the videos or similar materials you create using the Services.

**Featuring Your Site.** We may choose to feature Your Sites or names, trademarks, service marks or logos included on Your Sites. You grant us a perpetual, worldwide, royalty-free, non-exclusive right and license to use any version of Your Sites, or any portion of Your Sites, including without limitation names, trademarks, service marks or logos on Your Sites, for the limited purpose of Modular Orange or Matchstick Studio marketing and promotional activities. For example, we may feature Your Sites on our Examples page, on the Customers sections of our sites or on our social media accounts. You waive any claims against us relating to any moral rights, artists' rights or any other similar rights worldwide that you may have in or to Your Sites or names, trademarks, service marks or logos on Your Sites and any right of inspection or approval of any such use. You can opt out of being featured by contacting [hello@matchstickstudio.co](mailto:hello@matchstickstudio.co). This Section does not affect any rights you may have under applicable data protection laws.

## Your Responsibilities

**Only Use Content You're Allowed To Use.** You represent and warrant that you own all rights to your User Content or otherwise have (and will continue to have) all rights and permissions necessary to use, share, display, transfer and license your User Content via the Services and in the manner set forth in this Agreement. If we use your User Content in the ways described in this Agreement, you represent and warrant that such use will not infringe or violate the rights of any third party, including without limitation any copyrights, trademarks, privacy rights, publicity rights, contract rights, trade secrets or any other intellectual property or proprietary rights. Also, content on the Services may be protected by others' intellectual property, trade secret or other rights. Please don't copy, upload, download or share content unless you have the right to do so.

**Follow The Law.** You represent and warrant that your use of the Services is in compliance with applicable laws, including without limitation applicable export or import controls and regulations and sanctions.

**Your Sites And Your End Users Are Your Responsibility.** Your Sites may have their own visitors, customers and users ("End Users"). You understand and agree that (a) Your Sites and your End Users are your responsibility; (b) you're solely responsible for providing products, services and support to your End Users; (c) you're solely responsible for compliance with any laws or regulations related to Your Sites and/or your End Users; and (d) your ability to create, share or otherwise operate Your Sites may be limited by the extent to which Your Sites include Licensed Content. We're not liable for, and won't provide you with any legal advice regarding, Your Sites or your End Users. This does not limit or affect any liability we may have to you separately for any breach of the other provisions of this Agreement.

## Our Intellectual Property

**Matchstick Studio Owns Modular Orange.** The Services are, as between you and Matchstick Studio, owned by Matchstick Studio, and are protected by copyright, trade secret, trademark and other US and foreign laws. This Agreement doesn't grant you any right, title or interest in the Services, others' User Content, our trademarks, logos or other brand features or intellectual property or trade secrets or others' content in the Services. You agree not to change, modify, translate or otherwise create derivative works of the Services or others' User Content.

**We Can Use Your Feedback For Free.** We welcome your feedback, ideas or suggestions (collectively, "Feedback"), but you agree that we may use your Feedback without any restriction or obligation to you, even after this Agreement is terminated. This Section does not limit or affect any rights you may have under applicable data protection laws.

**Our Betas Are Still In Beta.** We may release products and features that we're still testing and evaluating. Those Services will be marked as beta, preview or early access (or a similar phrasing), and may not be as reliable as our other Services.

## Our Rights

**HTTPS Encryption.** We may offer HTTPS encryption for Your Sites. By pointing a custom domain to the Services, you authorize us to create and maintain a certificate for the limited purpose of providing HTTPS for Your Sites.