

# Terms & Conditions

## **LICENSE AGREEMENT / TERMS AND CONDITIONS OF USE**

Please read this license agreement carefully, as it governs your relationship with Saturday Drive, INC. It sets forth important legal obligations between you and Saturday Drive, INC, and it defines the scope of what you can do if you have a disagreement with Saturday Drive, INC. We stand by our products. Ninja Forms, along with our other products, has been designed, developed, and tested in order to meet the personal and business demands of our clients, and we expect that it will perform to our clients' expectations in most environments. However, because every client's needs are different, we cannot and do not guarantee that Ninja Forms or our other products will work in every environment or be compatible with plug-ins, extensions, or themes not developed by us. If you find that Ninja Forms does not suit your needs, or if you are unsatisfied with it or any of our software, this agreement sets forth the extent and nature of your and our obligations with respect to troubleshooting, support, and refunds. For most users, problems can be resolved in less than a day through our support service.

### **1. DEFINITIONS**

**1.1.** In this agreement Saturday Drive, INC, may also be referred to as "we" or "us".

**1.2.** "You" means you, along with your agents, employees, assigns, successors in interest, beneficiaries, and heirs.

**1.3.** Ninja Forms, along with any other product developed by Saturday Drive, INC, including but not limited to any plugin, add-on, or extension, may also be referred to as the "Software".

**1.4.** "GPL" means the GNU general public license (<http://www.gnu.org/licenses/gpl-3.0.txt>).

**1.5.** This agreement as a whole may be referred to as the "Agreement", as the "Terms and Conditions", or as the "Terms".

**1.6.** "Transfer" includes but is not limited to any instance in which a Software license is purchased for an end-user who is not the purchaser and for whom the purchaser does not provide ongoing support.

**1.7.** "Subscription" means a license purchased from Saturday Drive, INC, which includes a product license key and access to upgrades and support for the Software to which it applies.

**1.8.** "Renewal Rate" means the purchase price for the product, ordinarily as indicated by

ninjaforms.com, on the date and time of renewal.

**1.9.** "Support" or "Support Services" means the actions of us through our staff, in communication

with you, to troubleshoot issues you may experience when using the Software during the term

of an active Subscription.

**1.10.** "Commercially Reasonable Efforts" means those efforts that a reasonable person would make

under the circumstances, limited to practices and steps that are commercially acceptable and

typical in the ordinary course of software development and support and further limited to

steps which require a time commitment which is reasonable and commercially acceptable and

typical in the ordinary course of software development and support.

**1.11.** "Dependency" means any software without which the Software cannot function and any

developer or controller of such software.

**1.12.** "Event of Force Majeure" means any event beyond our control which prevents us from

complying with our obligations under this Agreement, including but not limited to an act of

God such as a natural disaster; the threat, declaration, or consequence of war; a riot, strike, or

disorder (unless solely limited to our employees); or any act of terrorism.

## **2. AGREEMENT**

By downloading, installing, or using the Software and by using this site you agree to be bound by this Agreement. If you disagree with any of these Terms and Conditions, do not use our Software.

## **3. GNU PUBLIC LICENSE**

Ninja Forms and all extensions are licensed under the GPL. However, this Agreement includes additional permissions as defined in Section 7 of the GPL, and its Terms and Conditions also govern any Subscription purchased from Saturday Drive, INC (as defined in section 3).

## **4. SUBSCRIPTIONS**

Terms herein that govern Subscriptions are in addition to and cumulative with the other terms in this Agreement. Subscriptions are valid for one year from the date of purchase. A valid and active license key is required for automatic upgrades and support for purchased extensions. At the end of each year, if you have not canceled your Subscription or opted out of automatic renewal, your Subscription

will automatically renew, and you will be charged the purchase price at the time you purchased your Subscription or the Renewal Rate, whichever is higher, after applying any discounts for which you may be eligible. You may cancel automatic renewal by following the procedure at [ninjatforms.com](https://ninjatforms.com) or by means as we may otherwise communicate to you. Cancellation automatically and immediately terminates your eligibility for any discounts or other benefits that may be associated with your Subscription.

You may not transfer your Subscription to another individual or organization without the express consent of Saturday Drive, INC. Transfer of your Subscription automatically and immediately terminates your Subscription and your eligibility for any discounts or other benefits that may be associated with your Subscription.

## **5. SOFTWARE UPDATES**

If you have a valid and active license key as a result of having purchased a Subscription, you will receive updates for the duration of your Subscription. Updates will be delivered automatically from the WordPress dashboard if your license key is active under Forms → Settings → Licenses in your WordPress dashboard. If you are unable to get automatic updates from your dashboard, updates can be downloaded from your account page while your license is active.

## **6. SUPPORT SERVICES**

The scope of our support services is outlined here:

<https://ninjatforms.com/scope-of-support/> (<https://ninjatforms.com/scope-of-support/>)

Support Services for purchased extensions are available via our contact form for all accounts for which there is a current and active Subscription. If you wish to receive Support after one year, you must renew your Subscription or purchase a new license key. Support is not available for accounts without an active Subscription. If a purchased extension is discontinued, Saturday Drive, INC, may, at its sole discretion, offer a replacement or other extension at no or reduced cost to purchasers of the discontinued extension. However, we undertake no obligation whatsoever to extend support for discontinued extensions or to offer any replacement or refund in the event that an extension is discontinued.

Support requests are handled on a first-come, first-serve basis. We will undertake Commercially Reasonable Efforts to resolve issues in a timely, courteous, and professional manner. **However, we make NO WARRANTY of any kind with respect to the Software or with respect to whether the use of Support Services may resolve any particular issue. Support Services purchased from us are sold "AS IS" and WITHOUT ANY WARRANTY. We hereby disclaim any and all warranty not expressly provided herein, included but not limited to the warranties of MERCHANTABILITY and of FITNESS FOR A PARTICULAR PURPOSE.** You use our Support Services at your own risk. We are not responsible for any harm, including but not limited to data loss, that may occur as a result of using our Support Services, and our liability for harm resulting from your use of Support is expressly limited as provided herein.

## **7. REFUNDS**

All refunds are at the sole and exclusive discretion of Saturday Drive, INC, and we reserve the right to refuse to offer a refund for any reason or for no reason, including in all instances in which a Subscription is terminated by us, whether for cause or not. Refunds will not be offered for Subscriptions, bundle purchases, or

product upgrades. User and Developer Bundles are not eligible for refunds due to the nature of their extreme discounted rate. Please note that by purchasing plugins such as the Software, you agree to the terms of their respective refund policies. Further, please note that third-party extensions may include their own refund policies which may be different from ours, and you should consult the developer of any third-party extension for information.

## **8. ACCOUNT SUSPENSION**

Saturday Drive, INC, reserves the right at any time to modify or discontinue, temporarily or permanently, a Subscription with or without notice and for any reason or no reason. If an account is suspended no refund will be granted.

## **9. WARRANTY**

We are not responsible for any plugin or theme compatibility conflicts that may occur. **The Software is purchased "AS IS" and WITHOUT ANY WARRANTY. We hereby disclaim any and all warranty not expressly provided herein, included but not limited to the warranties of MERCHANTABILITY and of FITNESS FOR A PARTICULAR PURPOSE.** You use the Software at your own risk. We are not responsible for any data loss that may occur as a result of installing the Software, and our liability for harm resulting from your use of the Software is expressly limited as provided herein.

## **10. PRICING, BILLING, & PRIVACY**

We reserve the right to change pricing at any time for any or for no reason. We reserve the right to not honor typographical errors which may cause incorrect pricing on the website.

You warrant that information provided to us with respect to your identity and contact and billing information is correct and accurate, and you undertake a continuing duty to maintain accurate records with us. Failure to maintain accurate contact information may result in diminution of services including but not limited to Support Services and access to the Software, and we reserve the right to immediately terminate without refund your Subscription in the event of fraud or misrepresentation.

We will absolutely never sell or share your personal information with third parties except as and only to the extent required by law. All data we collect will be used for internal purposes only or to enable us to comply with a legal obligation. The information we obtain from you and our policy concerning that information's receipt, use, and retention, along with procedures for the removal, retrieval, transfer, or permanent deletion of that data are set forth in a Privacy Policy available on the website or from us upon request and which may be updated from time to time with or without notice. The same Privacy Policy sets forth information for your benefit, and it is hereby incorporated into these Terms by reference the same as if set forth verbatim herein, provided, however, that the Privacy Policy shall not be construed to alter these Terms, to set forth or enlarge any remedy available to you or us, or to confer any obligation or benefit upon you or us not otherwise set forth herein. In the event of any mistake, ambiguity, or conflict in construction between these Terms and the Privacy Policy, these Terms shall control and be given full force and effect.

All discount and sale pricing excludes Lifetime Memberships and any product or plan not specified in the promotion described.



## **11. DISPUTE RESOLUTION**

In the event of any dispute between you and Saturday Drive, INC, you agree to binding arbitration prior to and in lieu of the commencement of any legal action by an arbitrator and by procedures agreed to by you and us or, if we cannot agree, by three arbitrators approved by the American Arbitration Association according to the procedures set forth thereby. You agree that in any dispute, the laws of the State of Tennessee shall apply, including application of its laws concerning conflicts of laws. In the event that any legal action should commence, you consent to the exclusive jurisdiction of the Circuit Court of Bradley County, Tennessee, personally and otherwise, and you agree that Bradley County, Tennessee, is an appropriate and convenient venue.

**Further, you hereby expressly waive any right to proceed in any dispute resolution process, whether in arbitration or court or elsewhere, in any capacity other than individually; this means you give up any right to sue as a plaintiff or class member in any purported class or representative proceeding.**

You further agree that in any dispute, if Saturday Drive, INC, prevails we shall be entitled to recover from you the expenses of the dispute resolution, including the cost of arbitration, any court costs, and reasonable attorney's fees.

**You agree that in any dispute, your sole and entire remedy is a refund of your purchase. Our liability shall be limited to the amount of your purchase, and under no circumstances whatsoever shall Saturday Drive, INC, or any of its staff or agents, be held liable for any amount, however designated or calculated, that exceeds the dollar value of your combined purchases from Saturday Drive, INC.**

## **12. INTELLECTUAL PROPERTY, ADDITIONAL PERMISSIONS**

If you redistribute the Software in accordance with the GPL, you agree that you are required to preserve attribution within the Software to Saturday Drive, INC, and its agents and staff, wherever apparent, and you are prohibited from misrepresenting the origin of the Software. You are further required to maintain any and all legal notices, included but not limited to trademark or copyright notices, that appear on the Software.

If you make material modifications to the Software, you are further required to mark your software in such a manner that a reasonable user of the modified software would appreciate that it is a modified version of the Software.

If you redistribute the Software, modified or otherwise, you agree to indemnify, defend, save, and hold harmless us and our agents and staff and to assume all liability for any harm resulting from the Software, any modification, and your conveyance.

You are prohibited from using the Software, Saturday Drive, INC, or the names or likenesses of its agents or staff for any publicity purposes unless you obtain our express written permission.

All rights to our trademarks, trade names, service marks, and copyrighted materials are expressly reserved. These include but are not limited to "Saturday Drive" "Ninja Forms" and the peeking ninja head logo. You may not copy, distribute, or otherwise infringe upon our intellectual property without our express written permission.

### **13. SECTION TITLES, TERMS, CONTENTS**

This Agreement consists of sixteen (16) numbered sections. Section titles are provided for convenience only and are not part of the Agreement. Further, the preamble preceding section 1. Definitions, is provided for convenience and is not part of the Agreement.

### **14. FORCE MAJEURE, END OF LIFE**

In the event that the Software is discontinued; Saturday Drive, INC, ceases to operate or to exist; or WordPress or other Dependencies are discontinued or cease to operate or to exist, then you agree to waive any and all claims, rights, and choses in action arising out of this Agreement or otherwise available to you at law, equity, or otherwise. You agree that we shall have no liability and no obligation to perform pursuant to this Agreement in the event of any Event of Force Majeure upon notice to you.

### **15. MUTUAL DRAFTING, ASSISTANCE OF COUNSEL**

Both you and we have had ample time and opportunity to retain the advice of counsel and review this Agreement with our respective counsel. Prior to entering this Agreement, you and we have also had ample time and opportunity to communicate in order to negotiate and amend the terms of this Agreement to each of our benefits. You and we agree therefore that in any instance in which this Agreement may be construed by a tribunal, the Agreement shall not be construed against a party by virtue of that party's authorship or whether that party chose to retain counsel.

## 16. ENTIRE AGREEMENT

The preceding Agreement governs the sale of Ninja Forms, its extensions, and all Software. It constitutes the entire agreement between you and us, superseding any prior, other, or different agreements or negotiations between you and us. The Terms and Conditions herein are continuing in nature and may be altered or amended by us at any time for any reason or for no reason and with or without notice. By placing an order with us you acknowledge that you have read and understood the terms and conditions of this agreement, including as they may be amended, and agree to be bound thereby.

### **PRODUCT INFO (HTTPS://NINJAFORMS.COM/PRICING/)**

[Pricing \(https://ninjaforms.com/pricing/\)](https://ninjaforms.com/pricing/)

[Add-Ons \(https://ninjaforms.com/add-ons/\)](https://ninjaforms.com/add-ons/)

[Testimonials \(https://ninjaforms.com/user-reviews/\)](https://ninjaforms.com/user-reviews/)

[Blog \(https://ninjaforms.com/blog/\)](https://ninjaforms.com/blog/)

[Download \(https://downloads.wordpress.org/plugin/ninja-forms.zip\)](https://downloads.wordpress.org/plugin/ninja-forms.zip)

### **ABOUT (HTTPS://NINJAFORMS.COM/ABOUT-US/)**

[About Us \(https://ninjaforms.com/about-us/\)](https://ninjaforms.com/about-us/)

[Terms & Conditions \(https://ninjaforms.com/terms-conditions/\)](https://ninjaforms.com/terms-conditions/)

[Privacy Policy \(https://ninjaforms.com/privacy-policy/\)](https://ninjaforms.com/privacy-policy/)

[Partners \(https://ninjaforms.com/partners/\)](https://ninjaforms.com/partners/)

### **MAKE MONEY (HTTPS://NINJAFORMS.COM/AFFILIATE-SIGNUP/)**

[Developer Tools \(http://developer.ninjaforms.com\)](http://developer.ninjaforms.com)

[Become an Affiliate \(https://ninjaforms.com/affiliate-signup/\)](https://ninjaforms.com/affiliate-signup/)

## **[SUPPORT \(HTTPS://NINJAFORMS.COM/DOCUMENTATION/\)](https://ninjiforms.com/documentation/)**

[Documentation \(/documentation/\)](/documentation/)

[Contact Us \(https://ninjiforms.com/contact/\)](https://ninjiforms.com/contact/)

[Your Account \(https://ninjiforms.com/account/\)](https://ninjiforms.com/account/)

*After trying all of the WordPress form plugins, we landed on Ninja Forms as our "go to" choice. Ninja Forms integrates with all of the popular 3rd party platforms and then some. The UI is easy to use and perfect for users at all skill levels. The plug-in is a great match for our agency since we can extend it to match our custom-developed sites. If you are searching for the right form plug-in, look no further!*



**Steve Zehngut**

Founder of Zeek Interactive