



Terms of Service

These terms apply to customers in our Global service region (using my.splashtop.com). The **EU Terms of Service** apply to customers using our EU service region (using my.splashtop.eu). You can **find your service region by following the steps here**.

These Terms of Service (“Terms”) between You (defined below) and Splashtop (defined below) describes the terms and conditions of Your use of Splashtop’s Services (defined below). BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS, YOU AFFIRM THAT YOU (i) ARE AT LEAST 18 YEARS OF AGE OR OLDER AND (ii) HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT PROCEED ON THE ELECTRONIC ACCEPTANCE PROCESS AND YOUR REGISTRATION PROCESS WILL BE DISCONTINUED.

Splashtop reserves the right, exercised at its sole discretion, to modify, add or delete portions of these Terms from time to time without notice to You, and You further agree to be bound by such modified Terms. The most current version of the Terms can be viewed at <https://www.splashtop.com/legal/terms-of-service>.

1. DEFINITIONS

“**Documentation**” means any electronic or printed materials that accompany the Software that provide instructions for the installation, operation, and use of the Software.

“**Licensed User**” means an individual with a valid seat license for the Splashtop Personal, Splashtop Business line of products, Splashtop Classroom, Splashtop On-Prem (formerly Splashtop Enterprise on-prem), or the Mirroring360 line of products. The Splashtop Business line of products currently includes Splashtop Business Access, Splashtop Remote Support, Splashtop SOS (formerly Splashtop On-Demand Support) (collectively, the “Splashtop Business Products”), and Splashtop Enterprise (Cloud). The



“**Services**” means the services and related Software provided by Splashtop to You under these Terms for Splashtop Personal, the Splashtop Business Products, Splashtop Classroom, Splashtop On-Prem (formerly Splashtop Enterprise on-prem), or the Mirroring360 Products.

“**Software**” means certain software applications, in object code format only, that are required for You to use the Services and licensed to You subject to these Terms.

“**Splashtop**” means Splashtop Inc. and its successors and assigns.

“**Splashtop Account**” means a user account created with Splashtop that uniquely identifies You with a user name and password.

“**Third Party Software**” means certain software that Splashtop licenses from third parties and provides to You incorporated into the Software.

“**You or Your**” means you as a Licensed User or an employee or agent of a legal entity that is authorized to represent and legally bind such entity to these Terms.

2. ONLINE REGISTRATION (Subsections a. and b. below not applicable to Splashtop On-Prem (formerly Splashtop Enterprise on-prem))

To use the Services, You may be required to complete the online registration process, including Your electronic acceptance of these Terms. Splashtop may reject an online registration by You at its sole discretion and is not obligated to provide a reason for its rejection.

a. Registration Data. As part of the online registration process for a Splashtop Account, Splashtop will collect certain limited information about You (“Registration Data”). All Registration Data provided by You must be current, complete, and accurate, and You are solely responsible for updating the Registration Data as necessary. Splashtop may terminate all rights to access, receive, use and license the Services if (i) Splashtop discovers that any of Your Registration Data is incomplete, inaccurate, or not current, or (ii) Splashtop determines, at its sole discretion, that You are not the appropriate user of the Services.

b. Passwords and Security. As part of the online registration process, You must use Your email address as Your user name and choose a password for access to Your Splashtop Account. You are entirely responsible for maintaining the confidentiality of Your password and agree to carefully safeguard all of Your passwords. You are solely



Account or any other breach of security. Furthermore, You are solely responsible to obtain consent from Your users before collecting, transmitting or transferring any content from their devices through the Services. Splashtop shall not be liable for any loss that You may incur as a result of a third party using Your Splashtop Account, either with or without Your knowledge. You may be held liable for losses incurred by Splashtop or another party due to a third party using Your Splashtop Account, either with or without Your knowledge.

c. Subscription to Use the Software. When You subscribe to use the Services, You are agreeing to the Splashtop Terms of Sale, which can be viewed at

(1) <https://www.splashtop.com/legal/terms-of-sale> for Splashtop Personal, Splashtop Business Products, Splashtop Classroom, or Splashtop On-Prem (formerly Splashtop Enterprise on-prem); or

(2) <https://www.mirroring360.com/terms/sale> for Mirroring360 Products.

d. Trial and Promotional Offers. From time to time, Splashtop may offer certain trial and/or promotional offers. Splashtop reserves the right to modify, discontinue any trial or promotional offers in its sole discretion and without notice. Any trial or promotional offers are limited to one (1) per customer and may not be combined with any other offers.

3. PAYMENTS AND TAX LIABILITY

Your acceptance of these Terms constitutes Your agreement to make timely payment(s) due to Splashtop including, where applicable, any and all state and local taxes, duties and fees. Unless stated otherwise, all prices and fees shown by Splashtop are exclusive of taxes and regulatory fees. Where applicable, taxes and regulatory fees will be charged on the invoices issued by Splashtop in accordance with local laws and regulations. Splashtop, in its sole discretion, will calculate the amount of taxes due. The taxes and regulatory fees charged can be changed without notice.

Beginning on February 9, 2023, Splashtop will begin collecting sales tax on its sales in the following States: AZ, CT, DC, HI, LA, MA, NM, NY, OH, PA, RI, SC, SD, TN, TX, UT, WA, & WV.

- **Tax exemptions.** If You are exempt from any taxes or fees, You will be responsible to provide Splashtop with all appropriate tax exemption certificates, and/or other documentation satisfactory to the applicable taxing authorities to substantiate such



- **Payment of Taxes and Fees.** You will pay to Splashtop any applicable taxes and fees. You are solely responsible for paying any and all taxes and fees owing as a result of Splashtop's provision of the Services to You. If You are required to pay any taxes and fees, You shall pay such amounts with no reduction or offset in amounts payable to Splashtop hereunder and You will pay and bear such additional amount, as shall be necessary to ensure that Splashtop receives the full amount of payment required as if no such reduction or offset were required.
- **Tax determination.** Tax determination is principally based on the location where You have established Your business, or for individuals where that individual permanently resides. Splashtop reserves the right to cross reference this location against other available evidence to validate whether Your location is accurate. In the event that Your location is inaccurate, Splashtop reserves the right to charge You any outstanding taxes and fees.

Splashtop may suspend or terminate the Services on Your Splashtop Account due to any payment delinquency and You agree to reimburse Splashtop for all reasonable costs and expenses incurred in collecting such delinquent amounts.

4. END USER LICENSE AGREEMENT

These end user license terms grant You a right and license to use the Software under certain restrictions, terms and conditions ("EULA"). You agree to be bound by this EULA before using the Software.

a. License Grant. You are granted a non-transferable, non-sublicensable, non-exclusive license to use the Software and Documentation subject to Your full compliance of this Section 4.

b. Commercial Use. The Splashtop Business Products, Splashtop Classroom, Splashtop On-Prem (formerly Splashtop Enterprise on-prem), and Mirroring360 Products are fully licensed for commercial use in a professional environment. Splashtop Personal is for non-commercial use only, i.e. use it to access Your personal computers for non-work related purposes.

c. Software Restrictions. You shall not (i) in whole or in part, copy, reproduce, transfer, create derivative works from, translate, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, alter or modify the Software, or remove any portion thereof, nor shall You cause or permit any other person to do the foregoing;



sell, resell for a profit, rent, lease or lend the Software or Documentation or use it for commercial time sharing, rental or service bureau use; (iv) use the Software or any component thereof for any illegal purposes; or (v) use the Software or Documentation, or any component thereof, to enable copyright protection-circumvention devices or to violate or circumvent in any manner any content copyright, content protection scheme, or content copy policies.

d. Service Restrictions. By using the Services, You agree not to and shall not allow any of Your users to (i) use the Services in violation of any applicable laws or regulations, (ii) transmit any material that may violate or infringe the intellectual property, privacy or other rights of any third party, (iii) harvest or otherwise collect or store any information of a third party without his/her consent, (iv) use the Services in a way that may cause harm or disruption to Splashtop network, Splashtop Accounts or other Splashtop services or (v) use the Services to send any spam, malware or any fraudulent, obscene or unlawful content.

e. Use Limitations*. You agree to comply with the following applicable term while using the respective Services:

(i) For Splashtop Personal, the total number of Splashtop Streamers that are logged in with Your Splashtop Account shall not exceed five (5). Splashtop Personal is also restricted to non-commercial use only, per Section 4(b) above.

(ii) For the Splashtop Business Products:

a. Splashtop Business Access – 2 computers per user seat license for Splashtop Business Access Solo and 10 computers per user seat license for Splashtop Business Access Pro. The number of concurrent users is limited by the number of user seat licenses.

b. Splashtop Remote Support – the number of computers is limited by the package You subscribed to.

The Splashtop Remote Support license is for technicians and IT personnel to remotely support their and other users' computers.

Remote Support Plus does not include secondary user access.

Remote Support Premium includes limited secondary user access.



by the number and type of licenses.

d. Splashtop Enterprise (Cloud) – limits on technicians, users, computers, and concurrency are subject to the particular plan You subscribed to (iii) For Splashtop Classroom, the total number of Splashtop Streamers that are logged in with Your Splashtop Account shall not exceed ten (10).

(iv) For Splashtop On-Prem (formerly Splashtop Enterprise on-prem), the use of the Services is limited to the particular plan You subscribed to.

(v) For Mirroring360 Products, the maximum number of the deployed Mirroring360 software on the computers is limited by the number of licenses You subscribed to.

Splashtop may, at its sole discretion, suspend any account in violation of this provision or require You to purchase additional seat licenses to correct any overage.

f. Third Party Software. . Certain Third Party Software provided in or with the Software is subject to various other terms and conditions imposed by the licensors of such Third Party Software. Your use of the Third Party Software is subject to and governed by the respective Third Party Software licenses, which relevant licenses for such Third Party Software You may view from within the Software.

5. INTELLECTUAL PROPERTY PROTECTION

Splashtop or its licensors retain ownership of all proprietary rights in or associated with the Services and these proprietary rights are protected by United States and international copyright and other intellectual property laws and international trade provisions. You acknowledge that the Services may contain unpublished information and embody valuable trade secrets proprietary to Splashtop and/or its licensors. Splashtop and/or its licensors reserve all rights in the Services not expressly granted herein. The license granted hereunder and Your right to use the Services terminate automatically if You violate any part of the Terms.

6. CONFIDENTIAL INFORMATION

“Confidential Information” means any non-public business or technical information of Splashtop including, without limitation, any information relating to Splashtop’s trade secrets or know-how that is designated as “confidential,” either orally or in writing, or that You know or should know is considered confidential or proprietary by Splashtop. You agree to maintain the Confidential Information in strict confidence and not to use



Notwithstanding the foregoing, Confidential Information shall not include information that (i) becomes part of the public domain through no breach of the Terms by You; (ii) is independently developed by You without reference to any Confidential Information; or (iii) is rightfully disclosed to You by a third party without restriction on disclosure.

7. TRADEMARKS

You acknowledge and agree that the term Splashtop and other related logos and designs provided hereunder (collectively, the “Splashtop Trademarks”) are the exclusive trademarks of Splashtop, registered in the United States and elsewhere, and that You shall not use or reproduce the Splashtop Trademarks without first obtaining a trademark license from Splashtop. All other trademarks and service marks referenced in the Services or Splashtop website are the exclusive property of their respective owners. All rights reserved.

8. PRIVACY

Splashtop’s use of any information provided by You, including without limitation, Registration Data and payment information, is set forth in Splashtop’s current Privacy Policy, which can be found at (1) <https://www.splashtop.com/legal/privacy-policy> for Splashtop Personal, Splashtop Business Products, Splashtop Classroom and Splashtop On-Prem (formerly Splashtop Enterprise on-prem); or (2) <https://www.mirroring360.com/privacy> for Mirroring360 Products.

9. UPDATES AND SUPPORT

Splashtop may, from time to time, at its sole discretion, and without any obligation to do so, make updates to the Services available via the Internet or other sources. All such updates shall be deemed to be included within the definition of Services and shall be subject to these Terms. Splashtop reserves the right to charge fees for any future versions of, or updates to, the Services. If Splashtop is Your support provider for the Services, You may visit (1) <https://www.splashtop.com/support> for Splashtop Personal, Splashtop Business Products, Splashtop Classroom, or Splashtop On-Prem (formerly Splashtop Enterprise on-prem); or (2) <https://www.mirroring360.com/f-a-q> for Mirroring360 Products to utilize online knowledgebase or contact Splashtop support team to resolve any technical issues You might have.

10. TERM AND TERMINATION



Terms at any time by terminating Your subscription, removing the Software and Documentation from Your system, deleting Your Splashtop Account, and stopping to use the Services. Splashtop may immediately terminate these Terms and Your subscription, license, and right to the Services if (i) You breach these Terms; (ii) You, as a legal entity, declare bankruptcy, are involved in any bankruptcy proceedings or are otherwise insolvent; or (iii) Splashtop decides, at its sole discretion, to discontinue offering the Services, in which case Splashtop shall notify You in advance, whenever possible, and provide You with alternative plans or options to minimize any inconvenience that may be caused by such termination. Splashtop shall not be liable for any damages resulting from a termination of these Terms as provided for herein. Upon termination of these Terms: (a) all license rights granted hereunder will automatically terminate without further notice to You; and (b) You will immediately discontinue all access to and use of the Services and destroy the Software and Documentation, and all copies thereof. Sections 1, 5, 6, 7, 8, 10, 11, 12, 13, 14 and 16 shall survive the expiration or termination of these Terms in full force and effect.

11. DISCLAIMER OF WARRANTIES

THE SERVICES, SOFTWARE, ANY UPDATES THERETO, ANY DOCUMENTATION AND INFORMATION ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. SPLASHTOP, ON BEHALF OF ITSELF AND ITS LICENSORS, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND ANY SAMPLE, SPECIFICATION OR PROPOSAL PROVIDED BY SPLASHTOP, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SPLASHTOP DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, SATISFACTORY QUALITY OF THE SERVICES OR THAT THE SERVICES WILL BE FREE OF DEFECTS, RUN ERROR-FREE OR UNINTERRUPTED, MEET YOUR REQUIREMENTS, BE FREE OF VIRUSES OR THAT SPLASHTOP WILL CORRECT ALL ERRORS. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. SOME LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO, TO THAT EXTENT, THIS LIMITATION MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY



(INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, IRRESPECTIVE OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION) OR PRODUCT LIABILITY, EVEN IF SPLASHTOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT WILL SPLASHTOP'S CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE TOTAL FEES PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO SUCH LIABILITY).

13. INDEMNIFICATION

You hereby agree, at Your sole expense, to indemnify, defend and hold Splashtop and its affiliates, employees, officers, directors, owners, information providers, agents, licensees, licensors (the "Indemnified Parties") harmless from and against any and all liabilities, claims, costs, including reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any demand, claims, action, suit, or loss arising as a result of (a) any breach by You of these Terms or claims arising from Your Splashtop Account; (b) any fraud or manipulation by You; (c) a third-party claim, action or allegation of infringement based on information, data, files or other content submitted by You; or (d) any claims of credit card fraud based on any information released by You. You agree to use best efforts to cooperate with Splashtop in the defense of any demand, claim, action or suit. Splashtop reserves the right to assume the exclusive defense of any matter subject to indemnification by You at Splashtop's own expense.

14. EXPORT CONTROLS

You acknowledge and agree that the Services licensed under these Terms are subject to the export control laws and regulations of the United States (including, without limitation, the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls.). You shall, at Your own expense, comply with all applicable laws, ordinances, regulations, rules and other requirements. You shall not, without prior U.S. government authorization, export, re-export or transfer any Software, Services or technology subject to these Terms, either directly or indirectly (i) into any country subject to a U.S. trade embargo or to any



the list of “Specifically Designated Nationals and Blocked Persons” maintained by the U.S. Department of Treasury. By downloading Software or using the Services, You are agreeing to the foregoing and You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

15. HIGH-RISK USE

You hereby acknowledge that the Services are not designed or intended for access and/or use in or during high-risk activities and shall not be used in connection with any system where malfunction can reasonably be expected to result in personal injury, death or damage to property, environment, or business. Without limiting the foregoing, the Services shall not be used in connection with any life support system. Splashtop and its licensors hereby expressly disclaim any express or implied warranty of fitness for such purposes. You agree to hold Splashtop and its officers, directors, employees, affiliates, and licensors harmless from any claims or losses resulting from any of the foregoing uses of the Services.

16. GENERAL

a. These Terms constitute the entire agreement between You and Splashtop and supersede any prior or contemporaneous agreements, communications and/or understandings, written or oral, concerning the subject matter hereof. Splashtop is not bound by any provision of any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless Splashtop expressly agrees to the provision in a written, executed document.

b. If any provision of these Terms shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall not be affected.

c. These Terms are governed by the laws of the State of California without reference to conflicts of laws provisions. You and Splashtop expressly disclaim the applicability of the United Nations Convention on the Sale of Goods. You agree that all claims and disputes arising out of or in connection with these Terms shall be heard exclusively by any federal or state court of competent jurisdiction located in Santa Clara County, California, U.S.A., and You irrevocably consent to the personal and exclusive jurisdiction of, and venue in, such courts, and waive any objection to any proceedings brought in any such court.



hereof shall be null and void. Subject to the foregoing, these Terms shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns. Splashtop may assign its rights under these Terms to its affiliates and to any successor by way of merger, acquisition, consolidation, reorganization, or sale of all or substantially all of its assets that relate to these Terms, without action on Your part, in which case references to Splashtop herein shall be deemed to refer to the assignee.

e. Notices by Splashtop to You may be sent to the email address provided by You during the online registration process or otherwise by any means that Splashtop determines at its sole discretion as likely to come to Your attention. All notices by You to Splashtop regarding these Terms shall be in writing and sent by express carrier or certified mail at the address of Splashtop set forth herein.

f. You agree not to bring or participate in any class action lawsuits against Splashtop or any of its employees or affiliates. You agree that You will not bring a claim under these Terms more than two (2) years after expiration or termination of these Terms. No waiver of any provision or consent to any action by Splashtop shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent by Splashtop shall constitute a continuing waiver or consent except to the extent specifically set forth by Splashtop in writing.

g. You acknowledge that Splashtop may provide software, solutions, and services to third parties, including competitors of You, which are the same or similar to the software, solutions, and services provided to You hereunder.

h. Splashtop will not be responsible for any delay, interruption, or other failure to perform under these Terms due to acts beyond Splashtop's reasonable control.

i. If You have any ethical, integrity, safety, security, and/or compliance concerns about Splashtop or its employees, You are encouraged to report the incident anonymously at <https://www.splashtop.com/anonymous-reporting>.

* In certain situations, Splashtop may "grandfather" customers into the use limitations under which they initially subscribed.

Splashtop Inc.

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This agreement may be translated into different languages. In case of any conflicts or inconsistencies between the English version or any translation hereof, the English version shall prevail and govern.

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