Terms of Service

Effective: March 29, 2016

Welcome!

We’re thrilled you’ve decided to use our products and services, all of which we refer to simply as the “Services.”

We’ve drafted these Terms of Service (which we simply call the “Terms”) so that you’ll know the rules that govern our relationship with you. Although we have tried our best to strip the legalese from the Terms, there are places where these Terms may still read like a traditional contract. There’s a good reason for that: These Terms do indeed form a legally binding contract between you and Snapchat, Inc. So please read them carefully.

By using the Services, you agree to the Terms. Of course, if you don’t agree with them, then don’t use the Services.

ARBITRATION NOTICE: WE WANT TO LET YOU KNOW UP FRONT THAT THESE TERMS CONTAIN AN ARBITRATION CLAUSE A LITTLE LATER ON. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND SNAPCHAT AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND SNAPCHAT WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. Who Can Use the Services

No one under 13 is allowed to create an account or use the Services. We may offer additional Services with additional terms that may require you to be even older to use them. So please read all terms carefully.

By using the Services, you state that:

• You can form a binding contract with Snapchat;
• You are not a person who is barred from receiving the Services under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition; and
• You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

If you are using the Services on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.

https://www.snapchat.com/terms
If you are using the Services on behalf of an entity of the U.S. Government, you agree to the Amendment to Snapchat Terms of Service for U.S. Government Users.

2. Rights We Grant You

Snapchat grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Service's benefits in a way that these Terms and our usage policies, such as our Community Guidelines, allow.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

You may not copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.

3. Rights You Grant Us

Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a license to use that content. How broad that license is depends on which Services you use and the Settings you have selected.

For all Services other than Live, Local, and any other crowd-sourced Service, you grant Snapchat a worldwide, royalty-free, sublicensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, publish, and distribute that content. This license is for the limited purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones.

Because Live, Local, and any other crowd-sourced Services are inherently public and chronicle matters of public interest, the license you grant us for content submitted to those Services is broader. In addition to the rights you grant us in connection with other Services, you also grant us a perpetual license to create derivative works from, promote, exhibit, broadcast, syndicate, publicly perform, and publicly display content submitted to Live, Local, or any other crowd-sourced Services in any form and in any and all media or distribution methods (now known or later developed). To the extent it's necessary, you also grant Snapchat and our business partners the unrestricted, worldwide, perpetual right and license to use your name, likeness, and voice solely in Live, Local, or other crowd-sourced content that you appear in, create, upload, post, or send. This means, among other things, that you will not be entitled to any compensation from Snapchat or our business partners if your name, likeness, or voice is conveyed through Live, Local, or other crowd-sourced Services.

For more information about how to tailor who can watch your content, please take a look at our privacy policy and Support Site.

While we're not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including if we think your content violates these Terms. You alone though remain responsible for the content you create, upload, post, send, or store through the Service.

https://www.snapchat.com/terms

8/26/2016
The Services may contain advertisements. In consideration for Snapchat letting you access and use the Services, you agree that Snapchat, its affiliates, and third-party partners may place advertising on the Services.

We always love to hear from our users. But if you volunteer feedback or suggestions, just know that we can use your ideas without compensating you.

4. The Content of Others

Much of the content on our Services is produced by users, publishers, and other third parties. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the person or organization that submitted it. Although Snapchat reserves the right to review all content that appears on the Services and to remove any content that violates these Terms, we do not necessarily review all of it. So we cannot—and do not—take responsibility for any content that others provide through the Services.

Through these Terms and our Community Guidelines, we make clear that we do not want the Services put to bad uses. But because we do not review all content, we cannot guarantee that content on the Services will always conform to our Terms or Guidelines.

5. Privacy

Your privacy matters to us. You can learn how we handle your information when you use our Services by reading our privacy policy. We encourage you to give the privacy policy a careful look because, by using our Services, you agree that Snapchat can collect, use, and transfer your information consistent with that policy.

6. Respecting Other People's Rights

Snapchat respects the rights of others. And so should you. You therefore may not upload, post, send, or store content that:

- violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual-property right;
- bullies, harasses, or intimidates;
- defames; or
- spams or solicits Snapchat's users.

You must also respect Snapchat's rights. These Terms do not grant you any right to:

- use branding, logos, designs, photographs, videos, or any other materials used in our Services;
- copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Services or the content on the Services except as set forth in these Terms;
- use the Services or any content on the Services for any commercial purposes without our consent.

In short: You may not use the Services or the content on the Services in ways that are not authorized by these Terms. Nor may you help or enable anyone else in doing so.
7. Respecting Copyright

Snapchat honors the requirements set forth in the Digital Millennium Copyright Act. We therefore take reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. And if Snapchat becomes aware that one of its users has repeatedly infringed copyrights, we will take reasonable steps within our power to terminate the user's account.

We make it easy for you to report suspected copyright infringement. If you believe that anything on the Services infringes a copyright that you own or control, please fill out this form. Or you may file a notice with our designated agent:

Snapchat, Inc.
Attn: Copyright Agent
63 Market Street
Venice, CA 90291
email: copyright@snapchat.com

If you file a notice with our Copyright Agent, it must comply with the requirements set forth at 17 U.S.C. § 512(c)(3). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- identify the copyrighted work claimed to have been infringed;
- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;
- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

8. Safety

We try hard to keep our Services a safe place for all users. But we can’t guarantee it. That’s where you come in. By using the Services, you agree that:

- You will not use the Services for any purpose that is illegal or prohibited in these Terms.
- You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other user’s information.
- You will not use or develop any third-party applications that interact with the Services or other users' content or information without our written consent.
- You will not use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.
- You will not use or attempt to use another user’s account, username, or password without their permission.
- You will not solicit login credentials from another user.
You will not post content that contains pornography, graphic violence, threats, hate speech, or incitements to violence.

- You will not upload viruses or other malicious code or otherwise compromise the security of the Services.
- You will not attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access.
- You will not probe, scan, or test the vulnerability of our Services or any system or network.
- You will not encourage or promote any activity that violates these Terms.

We also care about your safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws. And never put yourself or others in harm’s way just to capture a Snap.

9. Your Account

You are responsible for any activity that occurs in your account. So it’s important that you keep your account secure. One way to do that is to select a strong password that you don’t use for any other account.

By using the Services, you agree that, in addition to exercising common sense:

- You will not create more than one account for yourself.
- You will not create another account if we have already disabled your account, unless you have our written permission to do so.
- You will not buy, sell, rent, or lease access to your Snapchat account, Live, Snaps, a Snapchat username, or a friend link without our written permission.
- You will not share your password.
- You will not log in or attempt to access the Services through unauthorized third-party applications or clients.

If you think that someone has gained access to your account, please immediately reach out to Snapchat Support.

10. Purchases and Payments

We may offer various virtual goods and services (all of which we call “Virtual Products”) that you can purchase and use through the Services. You don’t own these Virtual Products; instead you buy a limited revocable license to use them. You’ll always be shown the price for Virtual Products before you complete a purchase. But Snapchat does not handle payments or payment processing for any purchases; those are handled by third-party payment providers or service providers (such as, Apple’s App Store and Google’s Play Store, among others). Some third-party service providers may charge you sales tax, depending on where you live. Please check the third-party service provider’s relevant terms for details.

Subject to any applicable additional terms and conditions, all purchases are final and non-refundable. And because our performance begins once you tap buy and we give you immediate access to your purchase, you waive any right you may have under EU or other local law to cancel your purchase once it’s completed or to get a refund. BY ACCEPTING THESE TERMS, YOU AGREE THAT SNAPCHAT IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

https://www.snapchat.com/terms

By: [Signature]
Date: 8/26/16