

Terms of Service

TwitSprout.com is built on the [Twitter platform](#) and the [Facebook platform](#). Use of TwitSprout.com and actions related to your Twitter account are subject to [Twitter's Terms of Service](#), while actions related to your Facebook account are subject to [Facebook's Terms of Service](#).

Pink Metrics, Inc is the proprietor of TwitSprout.com, upon which it runs a service called TwitSprout, a social media optimization application.

The TwitSprout website ("Website") is a hosted service operated by Pink Metrics, Inc ("Pink Metrics"). Any use of the Website is subject to the following Terms and Conditions of Use ("Terms and Conditions"), as well as to TwitSprout's Privacy Policy, all of which are incorporated by reference into these Terms and Conditions. Your use of the Website will constitute your acceptance of these Terms and Conditions.

1. TwitSprout Account and use of the website

If you create an account on the Website, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must not describe your account in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and TwitSprout may change or remove any description that it considers inappropriate or unlawful, or otherwise likely to cause TwitSprout liability. You must immediately notify TwitSprout of any unauthorised uses of your outline, your account or any other breaches of security. TwitSprout will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

TwitSprout may from time to time set storage limits for your results, or take any other measures TwitSprout considers appropriate to manage the Website. TwitSprout will advise you of any such change, and may do so in any reasonable manner, such as posting a change on the screen you see when you log in to your TwitSprout.com account or via the "[TwitSprout blog](#)" accessible at <http://blog.TwitSprout.com>. If you exceed the storage limits, TwitSprout may require you to reduce the storage you are using or pay an appropriate fee.

TwitSprout may post blog entries about its policy changes, and you may wish to check your application for TwitSprout's announcements about any such changes.

2. Responsibility of Users

If you operate an account, contribute to an account, post material to the Website, post links on the Website, or otherwise make material available by means of the Website (any such material,

"Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not obscene, libelous, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by TwitSprout or otherwise.

If you delete Content, TwitSprout will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, TwitSprout has the right (though not the obligation) to, in TwitSprout's sole discretion (i) refuse or remove any content that, in TwitSprout's reasonable opinion, violates any TwitSprout policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in TwitSprout's sole discretion. TwitSprout will have no obligation to provide any refund of any amounts previously paid.

3. Responsibility of Website Visitors

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which TwitSprout.com links, and that link to TwitSprout.com. TwitSprout does not have any control over those non-TwitSprout websites and webpages, and is not responsible for their contents or their use. By linking to a non-TwitSprout website or webpage, TwitSprout does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. TwitSprout disclaims any responsibility for any harm resulting from your use of non-TwitSprout websites and webpages.

4. Content Posted on Other Website

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which TwitSprout.com links, and that link to TwitSprout.com. TwitSprout does not have any control over those non-TwitSprout websites and webpages, and is not responsible for their contents or their use. By linking to a non-TwitSprout website or webpage, TwitSprout does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. TwitSprout disclaims any responsibility for any harm resulting from your use of non-TwitSprout websites and webpages.

5. Copyright Infringement

As TwitSprout requires others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by TwitSprout.com violates your copyright, you are encouraged to notify TwitSprout. TwitSprout will, as it is able, respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a user who may infringe or repeatedly infringes the copyrights or other intellectual property rights of TwitSprout or others, TwitSprout may, in its discretion, terminate or deny access to and use of the Website. In the case of such termination, TwitSprout will have no obligation to provide a refund of any amounts previously paid to TwitSprout to any person in respect of any such termination.

6. Trademarks

TwitSprout, TwitSprout.com, Pink Metrics Inc, the TwitSprout logo, and all other trademarks, service marks, graphics and logos used in connection with Pink Metrics.com, or the Website are trademarks or registered trademarks of Pink Metrics or Pink Metrics' licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Pink Metrics Inc, TwitSprout or third-party trademarks.

7. Changes

The Website, including without limitation all content there available and these Terms and Conditions, may be changed at the sole discretion of TwitSprout and without notice. You are bound by any such updates or changes, including but not limited to those affecting these Terms and Conditions, and so should periodically review these Terms and Conditions.

8. Limitation of warranties of TwitSprout, and its supplier and its licensors

Except as otherwise expressly stated, all content posted to or available from the Website is provided "as is", and TwitSprout, its suppliers and its licensors make no representations or warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title or non-infringement of proprietary rights. You understand and agree that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk, and that TwitSprout, its suppliers and its licensors will have no liability or responsibility for any damage to your computer system or data that results from the download or use of such content or services. If you're actually reading this, here's a treat. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above may not apply to you.

9. Limitation of liability of TwitSprout, its suppliers and its licensors

Except as otherwise expressly stated, in no event will TwitSprout, its suppliers or its licensors be liable to you or any other party for any direct, indirect, special, consequential or exemplary damages, regardless of the basis or nature of the claim, resulting from any use of the Website, or the contents thereof or of any hyperlinked website including without limitation any lost profits, business interruption, loss of data or otherwise, even if TwitSprout, its suppliers or its licensors were expressly advised of the possibility of such damages. In the event fees are paid for the use of the TwitSprout site pursuant to paragraph 3, in no event will the aggregate liability for any and all of your claims against TwitSprout, its suppliers and its licensors arising out of or related to use of the Website, or the contents thereof or of any hyperlinked website exceed the amounts actually paid by you to TwitSprout during the 12-month period prior to the date a claim is made. Some jurisdictions may not allow the exclusion or limitation of liability for certain incidental or consequential damages, so some of the above limitations may not apply to you. The parties agree that this Section 11 represents a reasonable allocation of risk.

10. User General Representation and Warranty

You represent and warrant that your use of the Website will be in accordance with the TwitSprout Privacy Policy, with these Terms and Conditions, with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the Netherlands or the country in which you reside, and with any other applicable policy or terms and conditions.

11. Indemnification

You agree to defend, indemnify and hold harmless TwitSprout, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including legal fees, arising out of your use of the Website and Service, including but not limited to out of your violation of any representation or warranty contained in these Terms and Conditions.

12. Miscellaneous

These Terms and Conditions constitute the entire agreement between TwitSprout and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorised executive of TwitSprout, or by the posting by TwitSprout of a revised version on the TwitSprout Website. Except to the extent of applicable law, if any, provides otherwise, these Terms and Conditions, any access to or use of the Website will be governed by the laws of the Netherlands. If any part of these Terms and Conditions is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may only assign your rights under these Terms and Conditions to any party that consents to, and agrees to be bound by, the terms hereof in writing. TwitSprout may assign its rights under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

If you have any questions about these Terms of Service or if you wish to provide any feedback with respect to the Services, please contact us at: hello@TwitSprout.com.

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