



TERMS OF SERVICE

Website Design and Development Packages

Proprietary and Confidential Document

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Snaju LLC
1100 NASA Parkway
Suite: 309
Houston, TX 77058
United States
(281) 724 4464

Agreement between User and <https://snaju.com>

Welcome to <https://snaju.com>. The <https://snaju.com> website (the "Site") is comprised of various web pages operated by Snaju LLC ("Snaju Development"). <https://snaju.com> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <https://snaju.com> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

<https://snaju.com> is an E-Commerce Site.

Custom Software Solutions and Website Development

Electronic Communications

Visiting <https://snaju.com> or sending emails to Snaju Development constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Snaju Development is not responsible for third party access to your account that results from theft or misappropriation of your account. Snaju Development and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Snaju Development does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use <https://snaju.com> only with permission of a parent or guardian.

Cancellation/Refund Policy

You may cancel your order/ service agreement up to the start of work, if you cancel after work has begun no refund will be made. Please contact billing@snaju.com with any questions.

Late Payments

If you fail to pay an invoice when due, Snaju Development may charge you a one-time late fee of \$50.

If your invoice goes 30 day(s) or over the due date without receiving payment ("Past Due"), Snaju Development has the right to send your account to collections.



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Notice of Soft Credit Pull

For orders over \$1,900.00 United States Dollars, Snaju Development may perform a soft pull of your credit report to validate your ability to pay your bills with us. The information obtained from your credit report will only be used to underwrite your account with us. While you have a due balance with Snaju Development, we may continue to do a soft pull of your credit report until your balance is paid in full. Snaju Development does not report accounts in good-standing to the Credit Bureaus, and will never perform a hard pull of your credit report without your written consent.

Change Orders

In the event you want to change something with your project/ order, and the change does not fit within the parameters of your order ("Change Order"). Snaju Development will supply you with a quote for the additional work for your approval. (Please see the attached Fee Schedule for reference)

Links to Third Party Sites/Third Party Services

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Third Party Accounts

You will be able to connect your Snaju Development account to third party accounts. By connecting your Snaju Development account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Snaju Development from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Snaju Development Content accessed through <https://snaju.com> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Snaju Development, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Snaju Development reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Snaju Development in asserting any available defenses.



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Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Snaju Development agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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[Termination/Access Restriction](#)

Snaju Development reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Snaju Development as a result of this agreement or use of the Site. Snaju Development's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Snaju Development's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Snaju Development with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid,



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enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Snaju Development with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Snaju Development with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Snaju Development reserves the right, in its sole discretion, to change the Terms under which <https://snaju.com> is offered. The most current version of the Terms will supersede all previous versions. Snaju Development encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Snaju Development welcomes your questions or comments regarding the Terms:

Snaju LLC
1100 NASA Parkway Suite 309
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Email Address:
contact@snaju.com

Telephone number:
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Effective as of August 01, 2020