

Terms of Use

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For inquiries about our Terms of Use contact contracts@sparksoftcorp.com

1. SITE GOVERNANCE AND SEVERABILITY

Please review other policies posted on the Snowflake Marketplace. However, if any provision of Terms of Use of the Snowflake Marketplace shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use herein and shall not affect the validity and enforceability of any remaining provisions.

2. USER CONTENT

You are solely responsible for your User Content. You agree not to create or post User Content that: (1) is unlawful, defamatory, obscene, indecent, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, fraudulent, or objectionable; (2) infringes any patent or violates and copyrights/licenses; (3) misrepresents affiliations and entities; or (4) contains third party private information.

3. DISCLAIMER OF WARRANTIES

The data provided, originally made public by the Centers of Medicare and Medicaid Services (CMS), has been repackaged by Sparksoft for delivery on the Snowflake Marketplace.

For that reason, Sparksoft does not guarantee the accuracy of the original Federal data, and hereby provide it on an “as is” basis. Sparksoft hereby disclaims all other warranties, whether express or implied, oral or written, including, without limitation, all implied warranties of title, non-infringement, quiet enjoyment, integration, merchantability or fitness for any particular purpose, or as to accuracy, completeness or adequacy of information, or reliability, that their operation will be uninterrupted or error-free and all warranties arising from any course of dealing, course of performance or usage of trade. without limitation to the foregoing, Sparksoft provides no warranty or undertaking, and makes no representation of any kind that the services will meet your requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards, or be error-free, or that any errors or defects can or will be corrected. Sparksoft makes no representations or warranties with respect to the provision of third-party data or other third-party services.

Sparksoft shall not be liable for any actions or decisions that you may take based on the services, including in connection with the use of any information or data contained therein. Except as otherwise provided herein, you understand that you assume the entire risk with respect to the use of the services.

You further agree to comply with any applicable federal terms, regulations, restrictions, and/or policies that govern your use of the data. Without limitation, you specifically agree to be bound by any terms and conditions imposed by third-party sources that apply to any information, data, features or other content from third-party sources that is accessible through the Services (“Third-Party Services”). Sparksoft is not liable to you or any third party for any losses or damages resulting from your use of any such Third-Party Services.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SPARKSOFT, ITS AFFILIATES AND PARTNERS SHALL NOT BE LIABLE FOR ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIRD-PARTY DATA OR ANY OTHER SERVICES.

4. LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event will Sparksoft be responsible for indirect, consequential, punitive, exemplary, special, or any other damages of any kind, including but not limited to loss of data or content, lost profits, loss of goodwill, or any direct damages in amounts that in the aggregate exceed the amount actually paid by you for the applicable services. The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence), or otherwise and regardless of whether such damages were foreseeable or whether Sparksoft was advised of the possibility of such damages.

5. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Sparksoft and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Services or your breach of this Agreement or to content you submit or make available through the Services.

6. SEVERABILITY

If any provision of this Agreement is determined to be illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

7. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

8. ECONOMIC SANCTIONS COMPLIANCE

You agree that neither you nor any business or entity on whose behalf you are acting (1) are in a location embargoed under U.S. Economic Sanctions, such as Iran, North Korea, Cuba, Crimea, or Syria, (2) are listed on any restricted parties list issued by any U.S. or other applicable governmental entity or international organization ("Restricted Parties Lists"), or (3) will utilize this product to service, directly or indirectly, a sanctioned location or any entity appearing on any Restricted Parties Lists.

9. PRIVACY POLICY

When you visit <https://sparksoftcorp.com>, Sparksoft does not collect any of your data. Sparksoft will not resell or reuse any data intentionally shared with Sparksoft during normal business communications.

When you visit a third-party marketplace, Sparksoft does not collect any of your data.