



Terms and Conditions

Summary:

We will permit you to use an awesome platform and set of tools if you promise to only use your powers for good and not evil. In other words, follow our rules, don't misuse our stuff, spam people, harass them, be a jerk, or do other things that you know you shouldn't be doing with or while using ShortStack. In return, we'll work hard to give you a great platform and outstanding customer service.

Looking for a specialized terms and conditions specifically built for enterprise? Contact our business specialist at enterprise@shortstacklab.com

TERMS AND CONDITIONS OF SERVICE AND USE OF SHORTSTACK.COM

These Terms and Conditions of Service and Use of ShortStack.com (the "Terms and Conditions") are hereby made effective as of September 1, 2012, by Pancake Laboratories, Inc., a Nevada corporation ("Pancake" or "We"), and, without waiving or otherwise releasing any right or obligation under any prior terms and conditions of the use of ShortStack, hereby amend and restate any such prior terms and conditions.

- ShortStack.com, and all related content, materials and services (collectively, "ShortStack") is an application created, designed, owned and provided by Pancake for use in connection with your website or blog, and your personal webpage on third-party websites, such as Facebook.com, Twitter and similar websites or providers ("Third-Party Websites").
- Pancake built ShortStack to give its customers the opportunity to create better webpages on their own without having to earn a master's degree in computer whispering.
- Pancake offers ShortStack, a very powerful tool, at a very low price. In consideration and exchange of each customer's use of ShortStack, Pancake requires every customer to act with integrity, to follow some simple rules and to abide by these Terms and Conditions of Service and Use and each other policy of Pancake.

- Pancake wishes that all of our legal junk could be summed up to “we are just here to help you,” but our lawyers got ahold of this and, as is the case with lawyers,... things can never be that simple. So, Pancake hopes that you enjoy our long and boring legal policies and other terms and conditions.

General Terms

By using or accessing ShortStack, you thereby agree, (i) that you have read and understood these Terms and Conditions, and that these Terms and Conditions create a valid and binding agreement, enforceable against you in accordance herewith, (ii) to be bound by these Terms and Conditions, any terms, conditions or other policies of Pancake and any terms, conditions or other policies of Third-Party Websites, as each may be amended or supplemented from time to time without notice; and (iii) that your use of ShortStack shall comply with all applicable federal, state and local laws or regulations, and that you are solely responsible for your compliance with, familiarity with and understanding of any such laws applicable to your use. If you do not agree with any portion of these Terms and Conditions, you are prohibited from using or accessing ShortStack.

Additionally, and without limiting the foregoing, by using or accessing ShortStack, you represent and warrant that you: (a) are eighteen (18) years of age or older; (b) are not currently restricted from using ShortStack, or not otherwise prohibited from having a ShortStack account, (c) are not a competitor of ShortStack or are not using ShortStack for reasons that are in competition with ShortStack or any other product or service offered by Pancake; (d) have full power and authority to enter into and perform these Terms and Conditions, and doing so will not violate any other agreement to which you are a party; (e) will not violate any rights of Pancake, including intellectual property rights such as copyright or trademark rights; and (f) agree to provide at your cost all equipment, software, and internet access necessary to use ShortStack.

Without limiting the generality of the foregoing or any other provision hereof, you acknowledge and agree, as follows:

- That the content, materials and other intellectual property contained or embodied in ShortStack are owned by Pancake and are protected by copyright, trademark and other similar laws. Solely for purposes of clarification, the foregoing acknowledgement does not include your intellectual property addressed in the Section “Copyright and Content Ownership” below;
- Not to transmit, send or otherwise post unauthorized commercial communications (such as spam) using ShortStack;
- Not to collect personal information, content or other information related to users of Third-Party Websites or ShortStack, except in accordance with (i) all terms, policies

and rules of ShortStack, and (ii) all applicable federal, state and local laws, rules and regulations;

- Not to access ShortStack using any automated means, including, without limitation, harvesting bots, robots, spiders, or scrapers;
- Not to engage in multi-level marketing using ShortStack, including, without limitation, pyramid schemes and similar marketing concepts;
- Not to upload, use or disseminate viruses or other malicious code or other abusive scripts or processes;
- Not to solicit login, account or other personal information of another person or request or obtain access to an account of another person;
- Not to bully, intimidate, or harass any person;
- Not to post content that is hateful, threatening, or pornographic, incites violence, or contains nudity, graphic material, gratuitous violence or anything else found to be objectionable by Pancake in its sole discretion;
- Not to disseminate any materials or advertisements or develop or operate any applications/Campaigns containing tobacco, alcohol, dating or other content the appropriateness of which depends on the age of the viewer or recipient, without appropriate and legally-sufficient age-based restrictions;
- Not to use ShortStack in any manner that is, or could reasonably be construed to be, unlawful, fraudulent, misleading, malicious, or discriminatory;
- Not to take any action that could disable, overburden, or impair the operation or availability of ShortStack, such as a denial of service attack;
- Not to facilitate or encourage any violations of this Statement;
- Not to make your ShortStack account or any portion thereof or the services provided thereby available to the general public or any portion thereof;
- Not to share a user login among multiple individuals. You agree and acknowledge that each ShortStack user will be identified by a unique username and password ("Login") and that a user's login may only be used by one (1) individual. Concurrent sessions using a single login are not allowed. Additional logins for concurrent sessions may be purchased ("ShortStack for Teams"). You will immediately notify ShortStack in writing of any unauthorized use of your account, or other

account-related security breach of which you are aware;

- Not to use your ShortStack account for file uploads, sharing, archiving, backup, mirroring or distribution sites;
- Not to use copyrighted, trademarked or other protected intellectual property without the written consent and authorization of the owner of such property;
- Not to copy, distribute or disseminate ShortStack or any portion thereof, and not to transfer ShortStack, or any portion thereof, to another person or “mirror” ShortStack, or any portion thereof, on any other server;
- Not to decompile or reverse engineer, or attempt to decompile or reverse engineer, ShortStack or any portion thereof;
- Not to remove any trademark, copyright or other proprietary notations, designation or notice from ShortStack; and
- Not to take any other action that could result in any damage or disruption to ShortStack, or that could otherwise result in any liability, damages, costs or expenses on the part of Pancake.

All media uploaded by you in connection with ShortStack shall be solely used for, and you hereby agree to solely use it for, your/your company’s website or blog, your/your company’s personal webpage on Third-Party Websites and any communication originating from the foregoing. If your use of ShortStack and your resource consumption is disproportionate to typical users with the same type of ShortStack account, in Pancake’s sole determination, Pancake reserves the right to either change your ShortStack account, without notice and in its sole discretion, to another type of ShortStack account that is commensurate with your use of ShortStack, or to cancel or terminate your account.

Licenses

By becoming a customer of Pancake and using ShortStack, Pancake hereby grants to you a revocable license to use ShortStack for the purposes set forth on ShortStack.com and subject to these Terms and Conditions and all other rules, regulations and policies imposed or adopted by Pancake in connection with ShortStack, which policies may be amended by Pancake at any time and without notice. Such license is freely revocable and terminable by Pancake at any time, without cause and in the sole discretion of Pancake. Without limiting the foregoing, this revocable license shall automatically be revoked and terminated upon any violation of these Terms and Conditions or any other rule, regulation or policy of Pancake. Upon revocation or termination of this revocable license, you shall, and hereby agree to, destroy any materials (electronic or otherwise) related to ShortStack that remain

in your possession or control, and acknowledge that after such revocation or termination Pancake may deny your access to ShortStack and any other Pancake services in its sole discretion. Any information of a user whose license is revoked or terminated will be preserved or disposed of in accordance with the terms of the Privacy Policy of Shortstack. Any information you submit to Pancake is at your own risk of loss, and Pancake assumes no liability or responsibility therefor.

Pancake reserves all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in ShortStack and all related items, including any and all copies made of the ShortStack website.

Additionally, you grant Pancake a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information, content, ideas, concepts, techniques, data or suggestions submitted to ShortStack for the purpose of improving or modifying ShortStack or for the purpose of creating or developing a new service or product related to, arising from or ancillary or similar to ShortStack, without any further consent, notice and/or compensation to you or to any third parties.

Violation; Termination of Account

Pancake reserves the right to investigate violations of any of these Terms and Conditions or any other policies of Pancake or ShortStack, or any other violations of any state, federal or local law, rule or regulation, and to pursue any remedy available to Pancake whether at law, in equity or otherwise. You hereby acknowledge and agree that Pancake may notify, involve and cooperate with law enforcement authorities in investigating and prosecuting users who violate these Terms and Conditions or any other policies of Pancake or ShortStack, and any other violations of any state, federal or local laws, rules or regulations. You further acknowledge and agree that Pancake has no obligation to, and does not, screen or monitor any users, information, materials or other content provided or made available through ShortStack, but has the right to do so at any time in its sole discretion. You further acknowledge and agree that Pancake may, in its sole discretion, remove or delete any entries, information, materials or other content, and terminate the account of any user, that violates these Terms and Conditions or otherwise posts, submits, or disseminates content that Pancake finds, in its sole discretion, to be objectionable. With the exception of any ShortStack account that is charged a fee and is current on all payments, Pancake reserves the right to cancel and terminate the account of any user that does not publish content from ShortStack within any six (6) month period, or has not logged into the ShortStack account of such use for six (6) months.

You acknowledge and agree that Pancake may, in its sole discretion, cancel, suspend or terminate your Account if you breach these Terms and Conditions. Pancake may refuse, in its sole discretion, to permit any use of ShortStack, and may refuse to permit any person to use ShortStack for any reason at any time.

Payment and Refunds

When opening your ShortStack account, a valid credit card will be required for billing purposes. You hereby allow Pancake to store (or cause a third party to store on behalf of Pancake) such payment information and agree to the following policies and procedures for payment of fees related to ShortStack. Immediately upon signing up for your ShortStack account, the fees associated with the first month of your ShortStack account will be billed to such credit card. Within one (1) or two (2) business day of each thirty (30) day anniversary of the date on which you opened your ShortStack account, the monthly fees associated with your ShortStack account for the following month will be billed to such credit card by Pancake in accordance with the then-current ShortStack pricing schedule. If you have subscribed to an annual plan, the fees associated with this plan will be billed to your credit card and renewed within one (1) or two (2) business day of the anniversary of your paid subscription date. If the credit card associated with your ShortStack account should expire, terminate or any payment is otherwise rejected by the issuing company, Pancake may immediately terminate your account. It is solely your responsibility to ensure (1) that valid credit card information remains on file for your ShortStack account, and (2) that a valid email address remains on file for your Shortstack account for any communications from Pancake related to your account.

All fees charged by Pancake in connection with ShortStack are exclusive of any taxes, levies, or duties imposed by any taxing authority, and you shall be, and hereby are, responsible for the payment of all such taxes, levies, or duties arising from your use of ShortStack. Without limiting the foregoing, Pancake is a non-European Union ("EU") company, Pancake and ShortStack are not registered with the EU, and no value-added tax or other taxes imposed by the EU are included on the invoice of any EU customers. All payments made to Pancake in connection with your ShortStack account are non-refundable, and Pancake does not offer, and is not required to provide, any refunds or credits. There is no circumstance in which you will be entitled to, or Pancake is required to provide, a refund or credit. In its sole discretion, Pancake may provide a refund if (i) Pancake terminates your ShortStack account without cause before the end of a billing period for which you have paid in full, or (ii) you are seeking a refund otherwise specifically provided for by these Terms and Conditions or other written policies of ShortStack and/or Pancake then in effect and fully applicable.

Modifications to ShortStack and Pricing

Pancake reserves the right to, and you acknowledge and agree that Pancake may, modify ShortStack, including without limitation the services offered thereby, and the fees, costs

and pricing associated with ShortStack at any time and without notice. Without limiting the generality of the foregoing, Pancake reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, ShortStack (or any part thereof) without notice. Any new features that augment or enhance the then-current version of ShortStack, including the release of new tools and resources, shall be subject to these Terms and Conditions and may result, in Pancake's sole discretion, to a price increase. Pancake shall not be liable to you, or to any third party, for any damages, costs, expenses or other liabilities related to any modification, price change, suspension or discontinuance of ShortStack.

Without limiting the foregoing, Pancake may use banner notices or similar devices to alert you to certain modifications to ShortStack or the pricing associated therewith. Alternatively, notice may consist of an email from Pancake or ShortStack to an email address associated with your account, even if we have other contact information. You also agree that Pancake may communicate with you through any available means including email, mobile number, telephone, or delivery services, including the postal service, about your ShortStack account or services associated with ShortStack. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about ShortStack or pricing.

Upgrading, Downgrading, Pausing or Cancelling Account

Your ShortStack account may be upgraded, downgraded, paused or permanently deleted, subject to the terms hereof, at any time.

Upgrade Account

When you upgrade, you will immediately be charged the difference between your upgraded ShortStack account and your prior ShortStack account. If you exceed any level, limitation or allowance for your current ShortStack account, your ShortStack account will automatically be upgraded to an account that offers a sufficient level, limitation or allowance for your use, and you will be charged accordingly as if you initiated the upgrade. Pancake may, but is not required to, send you a notice of such automatic upgrade by electronic mail prior to the charging of your account. Once you have upgraded to a paid plan, there is not an option to downgrade to the Free Plan.

Downgrade Account

When you downgrade from a paid account to another paid account, you will receive a credit for the pro-rated difference between the new account and the old account. Once you

have upgraded to a paid plan, there is not an option to downgrade to the Free Plan. You hereby acknowledge that downgrading your ShortStack account may cause the loss of content, features or capacity of your account, and that you are solely responsible for the result of any such downgrade, including without limitation, lost profits, claims, damages or other liabilities, costs or expenses.

Pause Account

To temporarily postpone account charges and billing, you can choose to pause your account for for 30, 60 or 90 days. The pause period will commence at the end of your current billing cycle. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Your campaigns and data will be stored until your account is reactivated. While your account is paused, live campaigns will display a message that says "Currently Unavailable." New form entries will not be collected.

You can reactivate (un-pause) your account at any time before the 30, 60 or 90 day window expires. Upon reactivation, you will have complete access to your account; billing will resume immediately. If you do not reactivate your account manually, it will be automatically reactivated at the end of your 30, 60 or 90 day pause period; billing will resume immediately.

Cancel Account / Permanently Delete Account

Cancelling (permanently deleting) your account stops any further charges. All installed campaigns, assets, media, analytics and data will no longer be accessible and your account will no longer function. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.

Your account may be permanently deleted at any time by (i) [clicking here](#) or by clicking on the Account link in the navigation bar at the top of the screen and following the onscreen prompts, (ii) by requesting and confirming such permanent deletion via email theteam@shortstacklab.com or (iii) by [clicking here](#) and submitting a support question/ticket and following the onscreen prompts. PERMANENT DELETION REQUESTS RECEIVED VIA EMAIL ARE NOT CONSIDERED FINAL UNTIL YOU RECEIVE WRITTEN CONFIRMATION FROM OUR SUPPORT TEAM. Cancellation/permanent deletion requests by telephone, fax, postal mail, carrier pigeon or other means of communication can not and will not be accepted or effective. The cancellation/permanent deletion of your account will immediately result in the deactivation and deletion of your account, the denial of access to your account and the forfeiture and relinquishment of all content and information in your account. No content or information can be recovered once your account is cancelled/permanently deleted, and you assume all responsibility for preserving any user-accessible content or information on your account prior to its cancellation. PAYMENTS

ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Pancake may retain content or information from your account after cancellation/permanent deletion in backup and/or archival copies of ShortStack and related databases, but such copies, if any, will not be available to you. You may request in writing that Pancake delete any such copies from your account, and Pancake will make a reasonable commercial effort to timely delete such copies of your account after such a request is made, verified and confirmed.

3-Day Feature Trials

At any time, you may be offered a trial of a ShortStack paid plan feature subject to the terms hereof.

Payment After Trial Period Ends

If you sign up for a 3-day free trial of a ShortStack paid feature, and do not upgrade to the appropriate account before the trial period ends, then the feature will be removed from your account. Pancake may, but is not required to, send you a notice by electronic mail prior to the trial period ending.

Paid Plan Trials

Upon creating an account, you may be offered a trial of a ShortStack paid plan subject to the terms hereof.

Payment After Trial Period Ends

If you sign up for a free trial of a ShortStack paid plan, and do not cancel before the trial period ends, then your credit card will be charged at the end of the trial period for the amount of the plan you chose to trial. Thereafter, your card will continue to be charged each month or year, depending on whether you chose a monthly or annual plan, until you upgrade/downgrade/pause/cancel your account. Pancake may, but is not required to, send you a notice of the trial period ending and payment due by electronic mail prior to the charging of your account.

If you cancel/permanently delete your ShortStack account prior to the end of the trial period, then your credit card will not be charged.

Change Trial Plan

In the event that you change plans during the trial period, the plan last chosen will be the paid plan your credit card is charged for when the trial period expires.

Use of ShortStack on Third-Party Websites

In addition to these Terms and Conditions and any other policies and requirements of Pancake, you must abide by all of the rules, regulations and other policies of Third-Party Websites, including without limitation any Statement of Rights and Responsibilities, or other terms or conditions of service. Should you fail to adhere to the policies of any Third-Party Website, and without limiting any rights of Pancake or any of your obligations hereunder, Pancake reserves the right to terminate your use of ShortStack. Even though ShortStack and Third-Party Websites are not affiliated in any manner, Pancake does not condone or support any violation of the policies of Third-Party Websites.

Copyright and Content Ownership

Pancake acknowledges that it has no intellectual property rights in any intellectual property owned by its users and uploaded to or used in ShortStack. Any such intellectual property remains the property of such ShortStack user. However, by allowing your online content to be viewed publicly, including any content developed using ShortStack, you acknowledge and agree that such public content may be freely viewed and shared. You further acknowledge and agree that Pancake is not, in any manner, responsible for the security or protection of any intellectual property or similar content uploaded to ShortStack, the enforcement of any intellectual property or similar rights with respect to such content, and that Pancake shall not be liable for any claims, damages, liabilities or other costs or expenses related thereto.

Pancake does not pre-screen or regularly screen or review any content uploaded to or used in connection with ShortStack, but reserves the right, in its sole discretion, to screen and review any content uploaded to or used in connection with ShortStack, and to remove any content found to violate these terms and conditions.

Disclaimer of Warranties

SHORTSTACK IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES WHATSOEVER. PANCAKE AND EACH USER OF SHORTSTACK EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING: PANCAKE AND EACH USER OF SHORTSTACK DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF SHORTSTACK; PANCAKE DISCLAIMS ALL LIABILITY FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) RELATED TO THE FOLLOWING, AND DOES NOT WARRANT THAT (I) SHORTSTACK WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) SHORTSTACK WILL BE UNINTERRUPTED, TIMELY,

SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SHORTSTACK WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH SHORTSTACK WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN SHORTSTACK WILL BE CORRECTED; PANCAKE AND EACH USER OF SHORTSTACK DISCLAIM ANY WARRANTIES FOR ANY INFORMATION, CONTENT OR ADVICE OBTAINED THROUGH SHORTSTACK; AND, PANCAKE AND EACH USER OF SHORTSTACK DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON SHORTSTACK OR RECEIVED THROUGH ANY LINKS PROVIDED BY SHORTSTACK. YOU UNDERSTAND AND AGREE THAT YOUR USE OF SHORTSTACK IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LIABILITY, CLAIM, DAMAGES, LOSS, COST OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, THAT RESULTS FROM OR ARISES FROM YOUR USE OF SHORTSTACK.

Limitations of Liability

WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PANCAKE, AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AFFILIATES, SHALL NOT BE LIABLE TO ANY USER, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR (A) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES AND BUSINESS, ARISING OUT OF, UNDER OR RELATING TO THESE TERMS AND CONDITIONS, OR (B) ANY DAMAGES OF ANY KIND ARISING OUT OF, UNDER OR RELATING TO SHORTSTACK IN EXCESS OF THREE TIMES THE MOST RECENT MONTHLY FEE PAID BY SUCH USER IN CONNECTION WITH SHORTSTACK, IF ANY, OR \$100, WHICHEVER AMOUNT IS GREATER. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, AND SHALL NOT APPLY TO ANY DAMAGE THAT SHORTSTACK MAY CAUSE YOU INTENTIONALLY OR KNOWINGLY IN VIOLATION OF THESE TERMS AND CONDITIONS OR APPLICABLE LAW, OR AS OTHERWISE MANDATED BY APPLICABLE LAW THAT CANNOT BE DISCLAIMED FROM BY THESE TERMS AND CONDITIONS.

Indemnification

Each user shall, and hereby agrees to, indemnify and hold harmless, Pancake, and its officers, directors, shareholders, employees and affiliates, from any and all claims, losses, damages, liabilities and any other costs and expenses (including attorneys' fees), arising from or related to such user's (i) failure to comply with these Terms and Conditions, (ii) submission or posting of content using ShortStack, or (iii) any use of, access to or other activity engaged in, on or through ShortStack.

Revisions and Errata

ShortStack could include technical, typographical, or photographic errors. Pancake does not warrant that any of the materials on ShortStack are accurate, complete, or current. Pancake may make changes to ShortStack at any time without notice. Pancake does not, however, make any commitment to update ShortStack.

Links

Pancake has not reviewed all of the sites linked to ShortStack and is not responsible for the content of any such linked website. The inclusion of any link does not imply endorsement by Pancake of the site or application. Use of any such linked website is at the user's own risk.

Modifications

Pancake reserves the right to revise these Terms and Conditions at any time without notice. By using ShortStack, you are agreeing to be bound by the then current version of these Terms and Conditions.

Governing Law

Any claim under these Terms and Conditions or otherwise related to ShortStack or Pancake shall be governed by the laws of the State of Nevada without regard to its conflict of law provisions, and shall be exclusively resolved by a state or federal court located in Washoe County, Nevada. You agree to submit to the personal jurisdiction of the courts located within Washoe County, Nevada, for the purpose of litigating all such claims. Notwithstanding the above, you agree that Pancake shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Severability

If any provision of these Terms and Conditions is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions will not be affected in any way.

Entire Agreement

You agree that these Terms and Conditions constitute the entire, complete and exclusive agreement between you and us regarding ShortStack, and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms and Conditions.

Waivers

Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

Value Added Tax

Pancake Laboratories Inc./ShortStack.com is a non-EU provider with no VAT registration. VAT does not apply to any payment.

Questions?

Questions about these Terms and Conditions should be addressed to contact@shortstacklab.com. Questions about billing should be addressed to contact@shortstacklab.com.