

This document comprises the following policies:

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Terms of Service

Last modified: September 17, 2025

These "Terms of Service" set forth the terms and conditions that apply to your use of Bannersnack site and all other "Bannersnack" Services (definitions below). By using the site (other than to read this page for the first time), you agree to comply with all of the Terms of service set forth herein. The right to use the site is personal to you and is not transferable to any other person or entity.

BY CREATING A BANNERSNACK ACCOUNT AND/OR USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT USE OUR SERVICES.

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USE OF SITE AND/OR SERVICE

Overview

Bannersnack and the services provided ("Service") are maintained and operated by Smartketer, LLC and/or its affiliates ("us", "we", "our", "the Company"). In the context of this agreement, "Bannersnack", shall mean Smartketer LLC and Bannersnack site.

Bannersnack is a web application designed to simplify the way you create and publish banner ads, rich media widgets and generally content for the web. Our stated mission (and goal) is to enable you to easily create your own banners and website widgets, in a fun and effortless way. Thus, we offer this site to aid in the creation and publishing of banner ads rich media widgets. If you breach any of the Terms in these Terms of Service ("Terms"), your authorization to use this site or this Service automatically terminates.

Under this agreement, "Services" shall mean any of the Internet based or other services offered by the Company, including, but not limited to, those listed at the bottom of this Agreement, whether through a website owned or controlled by the Company, through a social networking system, a mobile application, on your cell phone or otherwise. "User Contributed Content" shall mean each and every item of content or other material (whether images, links, documents, text, writings, photographs, graphics, videos, greeting cards, "Skins", "Sketches", or files) uploaded by a user through the Service or otherwise integrated into the Service by a user. "User Created Art" shall mean any intellectual property created by a user as part of his or her use of the Service.

We may revise these Terms of Service at any time and you agree to be bound by the revised Terms. Any modification will become effective when it is first posted to the site.

When we modify the Services or we modify these Terms, we will make all reasonable efforts to tell you in advance of any modifications that will disadvantage our users or limit the access or usage of Service.

If the changes are material (for example, expanding how we use your data), we will notify you prominently on our site or by email before the changes take effect.

For modifications to the Terms or to the Service that we need to make to meet security, safety, legal or regulatory requirements, we may not be able to notify you in advance but we will let you know as soon as possible.

We may notify you by either posting a new version of this Term of Service, notifying visitors on the site that a new version has been posted, or by e-mail to the last known address on file. You can send an email with any questions relating to these Terms of service to Bannersnack.com support.

You may stop using the Service at any time. Your continued use of Bannersnack after the effective date of any modifications to the Terms means that you agree to the Terms as modified.

Use of the site – What Bannersnack Provides

The Company grants to you a non-exclusive, non-transferable, revocable limited license to use the Service and related software and to display the results of such Service. You agree not to copy or distribute the content of the Service except as specifically allowed in these Terms. You also agree that you have no right to access, view or alter any source code or object code of the Company.

The Company grants you a limited revocable license to post a copy of your User Created Art, on your own personal website or on a third party website that complies with all applicable laws and these Terms of Service.

Finally, the Company reserves the right to discontinue the Service or to change the content of the Service in any way and at any time, with or without notice to you, without liability.

Use of the site – Your Obligations

You represent and agree that:

- You are able to enter into this agreement. You have the right, authority, and capacity to enter into the agreement represented by these Terms and to abide by all of the terms and conditions of these Terms;
- You are at least 13 years old, and if you are less than the age of digital consent in your jurisdiction (for example, 16 in the European Economic Area unless local law allows a lower age), your parent or legal guardian has reviewed these Terms and granted permission to use the Service. If you are under the minimum age, you must discontinue using the Service immediately;
- You will be bound by any additional rules or policies published within or with respect to any application ("app"), forum, contest, or game provided in the Service;
- Except as expressly permitted, you will not copy, redistribute, publish or otherwise exploit material from the Service without the express prior written permission of the Company;
- Any User Created Art is your original work and your contribution to the User Created Art does not violate any third party's privacy rights, publicity rights, copyrights or other intellectual property rights.
- You agree to pay all royalties, fees, and any other amounts with respect to your contribution to User Created Art;

- You have the right to display each and every item of User Contributed Content which you have released through the Service, including the right to display all copyrights, trademarks, trade names and similar intellectual property;
- You do not rely on the Company to monitor or edit the Service;
- The Service may contain content which you find offensive and you waive any objections you might have with respect to viewing such content.
- You will ensure that your account information (the information you provided when you registered for Bannersnack) remains current, complete, accurate and truthful. All Bannersnack accounts are non-transferable, and any rights to them terminate upon the account holder's death.
- You can change or correct your account information at any time by logging into your Bannersnack account.
- You are responsible for all activity that happens on or through your account.
- To protect your account, keep your password confidential. Do not reuse your account password with other services. Without prejudice to your statutory rights, if you forget your password and otherwise cannot validate your account to Bannersnack, you acknowledge and agree that your account may be inaccessible to you and that all data associated with the account may not be retrievable.

INTELLECTUAL PROPERTY RIGHTS

Your rights

You retain full ownership of your content ("User Content").

By "User Content" we understand both the content you upload on the Bannersnack site ("User Contributed Content") and the content you generated/published on the Bannersnack site ("User Created Art").

Bannersnack does NOT claim ANY ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials ("User Content") that you post on or through the Bannersnack site.

We do, however, need you to grant us certain rights in the "User Content", so that we can incorporate such "User Content" in our services. Without such rights, we may be violating copyright and other laws by storing, posting, backing up and allowing the download of User Content on or through our site.

By displaying or publishing any content on or through the Bannersnack Services, you hereby grant to Bannersnack a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate such content, including without limitation distributing part or all of the Site in any media formats

through any media channels, except content not shared publicly ("private") which will not be distributed outside the Bannersnack Services.

All materials contained on the Bannersnack network site are copyrighted by Smartketer LLC and protected to the maximum extent permitted by copyright laws and international treaties. No person is authorized to use, copy, or distribute any portion of the site including related graphics.

The materials found on the Site are protected by United States and other copyright laws, except for works of the United States Government pursuant to 1 U.S.C. Section 105. The selection, arrangement and presentation of all materials (including information in the public domain), and the overall design of the site is copyright © 2025, Smartketer LLC.

Permission is granted to view and print materials from the Bannersnack site for the non-commercial purpose of viewing, reading and retaining for reference. Any other copying, distribution, retransmission or modification of information or materials on this site, whether in electronic or hard copy form, without the express prior written permission of Smartketer LLC, is strictly prohibited.

Bannersnack.com, Smartketer and other trademarks and/or service marks (including logos and designs) found on the Bannersnack network site are trademarks/service marks that identify the Bannersnack network site and the goods and/or services provided by them. Such marks may not be used under any circumstances without the prior written authorization of Smartketer LLC.

You do not acquire any ownership rights by using the Service, downloading material from or uploading material to the Service, or by purchasing any virtual goods. Further, you agree not to copy, redistribute, publish or otherwise exploit material from the Service, except as expressly permitted herein, without the express prior written permission of the Company.

USER SUBMISSIONS, SITE SECURITY AND CONDUCT

Any Material you post publicly to the Bannersnack site will be accessible to all users of the site ("Users").

We have incorporated all reasonable and commercially available measures to protect the site from unauthorized access. Any unauthorized commercial use of the Service is expressly prohibited.

You agree to comply with all applicable local, state, national, and international laws and regulations and are solely responsible for all acts or omissions that

occur under your user ID or password, including the content of the materials you post on the site.

You must protect the confidentiality of your password, and you should change your password periodically. You are also responsible for the acts or omissions of any individual to whom you grant access—either intentionally or unintentionally—by sharing your user ID or password.

Further, you agree not to:

- Upload, post or otherwise transmit any content that is adult in nature, such as any nudity in a sexual context, any content revealing exposed genitalia, or any content with adult themes;
- Harm minors in any way;
- Upload, post or otherwise transmit any material that promotes hatred towards groups based on race or ethnic origin, religion, disability, gender, age, and sexual orientation/gender identity;
- Upload, post or otherwise transmit any material that defames, abuses, harasses, stalks, threatens or otherwise violates the legal rights (such as rights of privacy and publicity) of others;
- Upload, post or otherwise transmit any material that constitutes a direct threat of violence against any person or group of people;
- Impersonate another person or entity, including, but not limited to, a Member or Bannersnack official, to falsely state or otherwise misrepresent your affiliation with a person or entity;
- Upload files for the sole purpose of having them hosted by us and for use outside of a website created using the Service;
- Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices; harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- Use the "Custom HTML" element to provide a horrible user experience, such as extreme flashing banners, excessive animated movement, or content that could provoke seizures in unsuspecting visitors;
- Use the Service in connection with chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- Create a false identity or forged e-mail address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;
- Transmit through the Service any materials that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material of any kind or nature;

- Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, or right of publicity;
- Transmit any material that contains viruses, Trojan horses, worms, trap doors, back doors, Easter eggs, time bombs, cancelbots, netbots, or any other harmful or deleterious programs or scripts;
- Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Service;
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;
- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means;
- Interfere with another User's use and enjoyment of the Service.

Bannersnack reserves the right to terminate any account or user who has violated any of the above prohibitions.

NOTIFICATION OF CLAIMS OF INFRINGEMENT

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights.

It is our policy to respond to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). In addition, we will promptly terminate without notice the accounts of those determined by us to be repeat infringers.

If you are a copyright owner and you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, [please follow our Notice and Procedure for Making Claims of Copyright Infringement](#).

NEWSLETTERS, DISCUSSION GROUPS, DISCLAIMER OF LIABILITY

Notices

Bannersnack may provide you with notices, including service announcements and notices regarding changes to these Terms, by email, in-app message, notifications on the website, or other reasonable means now known or hereafter developed. You consent to receive these notices by any and all of the foregoing means. Essential notices (such as account status, payment confirmations, or security alerts) will be sent even if you opt out of marketing emails.

Newsletters

By creating an account on Bannersnack you may consent to subscribe to our newsletter. You can opt out at any time from your account (Email Preferences in Account Settings) or from any marketing email you receive by clicking the Unsubscribe link. We will not send you any spam or off-topic emails. Most of our emails consist of product updates, new product info, notifications and special offers

Discussion Groups

The Service may invite you to chat or participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast User Contributed Content to the Company and/or to or via the Service, including, without limitation, text, writings, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "User Content"). Any material you transmit to the Company or otherwise through the Service will be treated as non-confidential and non-proprietary.

All comments, feedback, suggestions, ideas, forum posts and other submissions ("Ideas") disclosed, submitted, or offered to the Company in connection with the use of the Service or otherwise and any chat, blog, message board, online forum, text, email or other communication with the Company ("User Emails") shall be the exclusive property of the Company.

You agree that unless otherwise prohibited by law, the Company may use, sell, exploit and disclose the Ideas and/or the User Emails in any manner, without restriction and without compensation to you. For example, we may use User Content in a number of different ways, including displaying it on the Internet, reformatting it, incorporating it into other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms.

We do not control the Communications, information, or files delivered to discussion groups on the site. You understand and agree that we have no obligation to monitor the site or the use of its Service.

We may monitor or review any areas on the site or this Service where you transmit or post materials as may be required for maintenance and upkeep. By transmitting any public communication to our site, you grant us an irrevocable, non-exclusive, worldwide, perpetual, unrestricted, royalty-free license (with the right to sublicense) to use, re-use, reproduce, distribute, translate, publish, publicly display, publicly perform, modify, adapt, amend, edit, create derivative works from, incorporate into one or more compilations and reproduce and distribute such compilations, and otherwise exploit such communications, in all media now known or later developed. You warrant that you have the right to grant these rights to us.

You also acknowledge and agree that any communications made to or by means of any forum on the site are public. You acknowledge and agree that you have no expectation of privacy in any public communication, and no confidential, fiduciary, contractually implied or other relationship is created between you and us by your act of transmitting a public communication to the site, in our forums or elsewhere.

WE DISCLAIM ANY LIABILITY RELATED TO THE CONTENT OF ANY SUCH MATERIALS, WHETHER OR NOT ARISING UNDER THE LAWS OF COPYRIGHT, LIBEL, PRIVACY, OBSCENITY, OR OTHERWISE.

YOU ACKNOWLEDGE THAT IT IS OUR POLICY TO COOPERATE WITH LAW ENFORCEMENT AGENCIES INVESTIGATING ILLEGAL OR IMPROPER ACTIVITIES RELATING TO THE SITE OR THIS SERVICE AND THAT WE RESERVE THE RIGHT AT ALL TIMES TO EDIT, REFUSE TO POST, OR TO REMOVE ANY MATERIALS, IN WHOLE OR IN PART, THAT IN OUR SOLE DISCRETION, ARE OBJECTIONABLE OR IN VIOLATION OF THESE TERMS.

MEMBERSHIP

Bannersnack subscription fees are expressed in US dollars. Subscriptions will expire on specific dates that are shown in each user's account. The Company may charge fees for the right to use the premium version of the service, or may distribute premium memberships without charge, in its sole discretion. Regardless of the terminology used, Bannersnack memberships are not redeemable for any sum of money or monetary value from the Company at any time.

You agree that the Company has the absolute right to manage, regulate, control, modify and/or eliminate such subscriptions as it sees fit in its sole discretion, in any general or specific case, and that the Company will have no liability to you based on its exercise of such rights.

The purchase price of subscriptions is expected to change over time. We use auto-renewal for all of our subscriptions. At the expiration of each subscription term, we will automatically renew your subscription and charge the credit card or other payment method you have provided to us, unless you cancel your subscription at least 48 hours before the end of the current period.

Unless otherwise stated in our Terms of service, your subscription will be automatically renewed at the same price, excluding any first-order promotional and discount pricing.

Limited Rights

1. You acknowledge that if the Company believes that any items in your account were received in connection with any fraud or other unfair dealing, or if the Company decides for any reason or no reason at all that it is in the best interests of the Company, the Company may delete items from your account

2. Nothing in the Terms affects any legal rights that you are entitled to as a consumer under the EU law which cannot be contractually altered or waived. If you reside in a European Union country, nothing in these Terms affects your right to rely on any applicable mandatory local law or choice of jurisdiction provision, that cannot be varied by contract. The European Commission provides for an online dispute resolution platform, which you can access at <https://ec.europa.eu/consumers/odr/>.

Inactive Accounts

We reserve the right to delete free accounts that have been inactive (i.e., no logins or usage activity) for a continuous period of twelve (12) months or more. Prior to deletion, we will make reasonable efforts to notify the user via the registered email address. Deleted accounts and associated content may not be recoverable. This measure ensures optimal performance and resource allocation of our platform

REFUND POLICY

Bannersnack offers the right to use its Services for free for potential customers to have adequate opportunity to assess the value of these services prior to purchase a license/subscription.

Unlike physical goods, electronically distributed software and deliverables can be duplicated. Once a purchase has been made, it is unfortunately not possible for us to recall all copies/deliverables (such as banners downloaded from Bannersnack.com).

Therefore, the Company does not generally offer refunds, returns, or exchanges, except when required by law or on rare occasions when the Service can be proven not to match the description provided over the Company's official communication channels at the date of the purchase.

If you believe that you are entitled to a refund, please contact us at contact@bannersnack.com within 7 (seven) days of the date of the purchase. We will consider and review your refund request within 7 (seven) days of the date of submission.

If we deem your request valid, we will issue a refund within 30 (thirty) days of the date the resolution is communicated to you. For first-time purchases, if the refunded amount exceeds \$500, we reserve the right to retain the value of the initial payment fee from the amount refunded.

For recurring payments, we reserve the right to retain the value of the payment fee from the amount refunded for transactions of any value.

DELIVERABLES

All widgets, js codes, HTML5, data files, images and other final published files/deliverables are owned by you (the end-user) AS IS, meaning that after receiving/getting the code from our Services (e.g. published banners) the end user is not allowed to change or modify anything inside the deliverable. He can use it only as it is provided by the Services. Exceptions can be made for html/js code that can be edited to comply with your site, but we do not support this action.

The HTML5 files downloadable from our Services are protected against unauthorized use, copying, reverse engineering, and redistribution. An invisible signature text or identifier is inserted in each one of the deliverable HTML5 files to make sure that no one will try to use part of this code without our permission. This text or identifier is not visible in the banner itself during normal playback, but may be visible to source inspectors, debugging tools, automated systems, or certain search engines (e.g. Bannersnack signature text: Created with [Bannersnack.com](https://www.bannersnack.com) - the original banner maker).

To make sure that these texts or identifiers are not picked up by any search engine, always use a JavaScript-based method or ad-serving technology to insert or serve the HTML5 banner on your site, and avoid exposing the raw HTML files directly on indexed pages. Also, always make sure that the page where an HTML5 banner is embedded has a meta-description, or at least regular HTML text, as some search engines may otherwise consider the signature text to be the page's description, being the only text that actually exists on that page.

BUGS AND ISSUES

The Service licensed under the Bannersnack site is tested over and over by our QA team; however it may not function correctly, it may have functional, conceptual and/or documentation bugs and issues. In these case, Bannersnack (Smartketer LLC) will try to fix the bugs, issues and errors found and will supply the buyer with working updates. The free versions of the Services are designed especially to let prospective buyers test the software before they make a purchase, this is why a bug found in the Bannersnack Service will not lead to a refund.

SYSTEM AND NETWORK SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. We will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected.

You must take reasonable security precautions in light of your use of the Service. You are solely responsible for any breaches of security affecting the servers under your control.

SERVICE RELIABILITY

We are using third party redundant Amazon AWS cloud services, which are currently the most reliable solutions available. All widgets and banners are hosted on Amazon S3. Bannersnack cannot be held liable for any faults, failures, errors, or issues, including permanent data loss due to third party server issues.

REPRESENTATIONS & WARRANTIES – DISCLAIMER OF WARRANTIES

The information and materials on the site could include technical inaccuracies or typographical errors. Changes are periodically made to the information contained herein.

Smartketer LLC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY DIGITAL PRODUCTS, SERVICES, INFORMATION, MATERIALS OR GRAPHICS ON THE WEBSITE, ALL OF WHICH IS PROVIDED ON A STRICTLY "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND.

ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ANY WARRANTIES: (i) FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE SITE AND THE SERVICE; (ii) FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE COMPANY SITE OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE SITE; OR (iii) FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE SITE OR THE SERVICE.

LINKS TO OTHER WEBSITES

The Site may contain links and pointers to other websites that are maintained by third parties. Such links do not mean that we endorse these third-party sites or any materials they contain. Of course we do not control, and thus are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites. Smartketer LLC will have no liability to any entity for the content or use of the content available through such hyperlink.

INDEMNITY

You agree to indemnify and hold us, our officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of materials you submit, post or make available through the Service, your use of the Service, your violation of the Terms, your breach of any of the representations and warranties in these Terms, or your violation of any rights of another person or entity.

You further consent that this Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A. without reference to its conflicts of laws provisions.

You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Michigan for any disputes arising out the use of the site. This shall also apply in case the User registers from another country. The place of jurisdiction is the location of the Service Provider's registered office.

This Agreement constitutes the entire agreement between Bannersnack and you with respect to the Bannersnack network site and it supersedes all prior and similarly timed communications. If, for any reason, a court of competent jurisdiction finds any provision or part of a provision of this Agreement unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this agreement. Any remaining provisions of the agreement will continue to be enforced with full effect.

If you are using the Services on behalf of a company, business or other entity, or if you are using the Service for commercial purposes, you and the entity will hold harmless and indemnify the Company from any suit, claim or action arising from or related to the use of the Service or violation of these Terms, including any liability or expense arising from claims (including claims for negligence), losses, damages, suits, judgments, litigation costs and attorneys' fees.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE OR THE SERVICE, FROM INABILITY TO USE THE SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR

ADVERTISED IN CONNECTION WITH OUR SITE OR THE SERVICE OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE OR THE SERVICE OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

In some jurisdictions, limitations of liability are not permitted and some of the foregoing limitations may not apply to you.

CONSEQUENCES OF VIOLATION OF TERMS

We may without notice to you, suspend your Service or remove any materials transmitted via the Site if we discover facts that lead us to reasonably believe the Site service is being used in violation of these Terms. You agree to cooperate with our reasonable investigation of any suspected violation of these Terms. We will attempt to contact you prior to your suspension; however, prior notification is not assured.

You acknowledge that your use of the Service is conditioned upon your compliance with these Terms and any use of the Service in violation of these Terms will not only be regarded as a breach of these Terms, but also as an infringement of the Company's copyrights in and to the Service.

The Company reserves the right to terminate your access to the Service without notice if you violate these Terms, and/or to pursue other remedies at law or in equity. You acknowledge that we may delete your account for any reason or for no reason at all, and if we delete your account as provided in these Terms (for example because of your violation of our Copyright Policy), the Company shall have no obligation to make any refund to you.

Privacy Policy

Last modified: September 17, 2025

Your privacy is important to us. We collect personal information only when necessary to operate our services, improve your experience, or comply with legal obligations.

This Privacy Policy does not describe information collection practices on other sites, including those linked to or from Bannersnack.

Bannersnack is operated by Smartketer, LLC.

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WHAT INFORMATION DO WE COLLECT AND WHY DO WE COLLECT IT?

When you visit our site, we track information including the domain name and the name of the web page from which you entered our site, and how much time you spend on each of our pages. We also collect information such as how many times you click on each web page and the methods by which our site was found. We may also collect IP addresses and website usage information from you when you visit our site via the use of "cookies." (An IP address is a number

that is assigned to your device by your Internet Service Provider when you are accessing the Internet.)

Cookies

A cookie is a small file that is stored on your device ready for future access when you return to our site. We use cookies to deliver web content specific to you and to keep track of your online order activity. Cookies cannot pass viruses, harm your computer or pass on private information such as an email address without the user's intervention. Cookies contain session identification numbers that allow our systems to recall previous sessions for authentication efforts and assemble information from our gathered data. You can configure your computer's browser to alert you when a site is attempting to send you a cookie and allow you to accept or refuse the cookie. In addition to cookies, we may use small bits of computer code called "one-pixel GIFs," "clear GIFs," or "web beacons" embedded in web pages to monitor website activity. We use this collected electronic data to better design our site.

When you sign up with our service, we collect personal information that will allow you to log in to and use the Bannersnack platform. If you do not consent to Bannersnack collecting and storing this personal information, we cannot provide you with access to our platform. This information includes your name and your email address as requested at signup.

As you use our platform as a registered user, we also collect other information that will allow us to provide our service in a reliable manner. This information includes the IP addresses of the devices you use to log in to our platform, the dates and times of your logins, and the dates and times of your purchases. We also use third-party services such as Google Analytics and Intercom in order to track your activity on our website. The information we collect through these third-party services includes your IP address, your device type and operating system, your Internet browser, your location, the pages on our website you have visited, the actions you've performed on these pages, and also the actions you've performed in our online app (such as number of banners you have created, upload and download history). We use such information to better understand your needs and improve our platform accordingly, and also to send you marketing messages that are relevant and match your interests.

We do not collect or distribute private data such as credit card numbers at all. This information is collected and stored on the servers of the payment processors (Stripe, Braintree, PayPal) in order to enable one-time and recurring payments to us. If you wish to delete this information, you can do that in your account settings. All passwords are non-reversibly encrypted before being saved to the database, to ensure that they (and your personal information) cannot be stolen from us, even in case of a hacking attack. We do not collect any passwords at all for users that are connecting using the Facebook Connect API as well as for those connecting with Google Sign-In.

If you fill in a contact form or request to download a resource, you may be asked to provide personal data such as, but not limited to, your full name, your email address, and your consent to receive marketing communications and materials. We collect and process this kind of personal data for the purpose of providing the desired service or resource, studying your interests for marketing purposes, or improving our website and platform.

If you leave comments or replies to comments on our blog (<https://bannersnack.com/blog>), you are required to provide your name, your email address, and optionally your website URL. We require this personal data in order to ensure that you are a real person and to avoid spam. We do not use your personal data for marketing or any other purposes.

Please note that our platform connects with Google advertising solutions; therefore, we collect information about you throughout Google advertising services using cookies. Here is a link to Google Advertising Policy and how to opt out: <https://policies.google.com/technologies/ads>. We also inform you that you should include the link above in your own privacy policy if you're using our iframes and banner ads on your website.

We also provide an Ad Server solution for our clients, that lets them serve ads from our servers. When you see an ad which is served from our Ad Server, we do not collect any personal information which could allow us to identify you individually. However, we collect the following non-personally identifiable data: browser user agent (from where we understand your browser name and device type), HTTP request headers (URL domain), and country name based on your IP address. We do track interactions and the number of times each ad was displayed in your browser. While serving an ad from our Ad Server, we do not drop or store any information in your browser local storage. This data will be aggregated and stored on our servers for up to 1 year. We use this data to provide reports and insights to our clients about the performance of their ads. Typical reports show how many times an ad was seen/clicked on a specific browser, domain, device type, or country. We provide these data to our clients in our dashboards and on demand for up to 1 year.

Future changes

If we introduce new tracking technologies (such as interaction/session recording tools), this privacy policy will be updated to reflect those practices.

HOW IS YOUR INFORMATION SHARED?

Service Providers

We use certain trusted third-party companies and individuals to help us provide, analyze, and improve the Service (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, email delivery, and improvement of the Service's features). These third parties may have access to your information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy.

We collect and share as little personal data as possible to function. Whenever you delete your account we will initiate a process that will remove your data from all these processors, where technically possible and legally permitted. In some cases it is physically impossible to distinctly identify specific users, when data is used collectively for research and statistical purposes, or it may be needed for accounting purposes.

Analytics

In order to understand the use of our service we allow site analytics tools to access some information regarding your site usage. These tools currently include Google Analytics and Intercom. The information we collect through these third-party services includes your IP address, your device type and operating system, your Internet browser, your location, the pages on our website you have visited, the actions you've performed on these pages, and actions you've performed in our online app (such as number of banners you have created, upload and download history).

All analytics cookies are used only with your consent, in accordance with GDPR and ePrivacy regulations. You may opt out through our Cookie Settings or directly through the providers' opt-out pages.

CRM and Email Providers

Our business email addresses are managed by Google Workspace, so every email that you send to any employee will be accessed through Gmail. We send out automated transactional emails (emails regarding account registration and payments) through Mailgun and SendGrid. For CRM, marketing, and support communications we use Intercom.

In order to perform their functions, these providers may have access to certain metrics and information regarding our users, including your name, email address, engagement with emails, and actions performed on our site or in the app (such as number of banners created). Intercom may also collect publicly available professional information related to you, such as your job title or LinkedIn profile, to optimize your user experience. If you would like to opt out of having this enrichment information collected by or submitted to Intercom, please contact us at contact@bannersnack.com.

Customer Support and Account Management

In order to deliver the best possible customer experience, we use Intercom for technical and billing support. This tool may have access to your personal data, including your contact information, account activity, support tickets, and subscription/billing status. We use this information to provide all our users with effective, personalized support and uninterrupted usage of our platform.

Marketing & Advertising

We use services from certain providers to better understand your web navigation habits and to deliver marketing messages suited to you. At the time this Privacy Policy goes into effect, our partners include:

- Ad platforms: Google Ads, Facebook Ads, Bing Ads, Reddit Ads, G2, Capterra
- Tag management: Google Tag Manager

These partners may collect information about site visits and visitors, through the use of cookies and other tracking methods. This may include device/browser identifiers, general location (inferred from IP), and interactions with our ads.

You can opt out of Google's use of cookies by visiting the Google Advertising opt-out page. To opt out of targeted Facebook advertising, please visit Facebook Ad Preferences. You may also use YourOnlineChoices (EU) for additional opt-out options. Please note, however, that this does not opt you out of being delivered advertising. You will continue to receive generic ads.

Payment Processors and Reports

We share your payment info with payment service providers (Stripe, Braintree, PayPal) to process payments, prevent fraud, and resolve disputes (chargebacks, claims, refunds). We also use a third-party subscription analytics tool, ChartMogul, to keep track of our business growth. ChartMogul has access to anonymized order data from Stripe, Braintree and PayPal, but it does not have access to credit card details.

Server Storage and Management

We use Amazon Web Services (AWS) for cloud services, database backup, and storage. All the data that Bannersnack collects directly through its service and all the content uploaded or created by users on Bannersnack are hosted on AWS. AWS complies with ISO 27001, SOC 1/2/3, and GDPR requirements. For more information, please visit aws.amazon.com.

Business Transfers

While we do not anticipate it, every business should plan for the possibility that it might sell certain or all of its assets to another company or individual, or that it might buy certain assets of another company or individual. If all or part of the company is sold, merged, reorganized, or otherwise transferred to another entity, the personal information you have provided to us may be transferred as part of that transaction. We will notify you and ensure that your personal

information is used in a manner consistent with this Privacy Policy, or inform you of any material changes.

Other recipients

Other than those who act on our behalf and except as explained in this Policy, information you provide at this site will not be transferred to unrelated third parties, unless we have your permission to do so. However, please note that personal information provided to this site is subject to disclosure pursuant to judicial or other government subpoenas, warrants or orders. We allow you to control the disclosure of your non-public personal information to third parties for the marketing of third-party products and services (i.e., your consent is required for disclosure). We must disclose information, when requested, to comply with court orders or subpoenas. We do not sell your personal data.

HOW DO WE PROTECT THE PERSONAL INFORMATION WE COLLECT?

Your privacy and the security of your personal information are important to us. We maintain and protect the security of our servers and your personal information. No data transmission over the Internet can be guaranteed to be 100% secure, however. Accordingly, despite the safeguards in place to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us, or to or from our online products or services. You transmit all such information at your own risk.

Once we receive your personal information, we undertake commercially reasonable efforts to ensure its security on our systems. To secure the information we collect online, prevent unauthorized access, maintain data accuracy, and ensure only appropriate use of information, we have established appropriate physical, electronic, and management safeguards.

Access to sensitive data is protected by authentication requirements (e.g., secure login credentials and, where available, multi-factor authentication). We use encryption technologies to protect your data both in transit (TLS) and at rest.

Data Breach Response

In the unlikely event of a data breach affecting your personal information, we will notify you promptly and, where applicable, inform the relevant supervisory authorities in accordance with applicable data protection laws.

WHAT ARE YOUR RIGHTS REGARDING YOUR PERSONAL DATA?

We will retain your personal data as long as necessary to provide you with the requested services. Once you have deleted your account, we remove your personal data within one month from the account deletion date, unless we are legally required to retain it longer (e.g., for tax or accounting purposes).

You can delete cookies from your device at any time. You can also set your Internet browser so that it will not allow cookies to be stored. Please note that this may reduce the functionality of Bannersnack and may mean that certain features or content will not be available to you. Further information on managing cookies can be found at www.allaboutcookies.org under the "manage cookies" section, or in your browser's help menu. To opt out of being tracked by Google Analytics across all websites, visit <https://tools.google.com/dlpage/gaoptout>.

We use multiple Google products (such as Google Analytics, Google Ads, and Google Tag Manager) throughout our site, platform, and iframe embed codes.

Therefore, please note that Google may also collect information independently. For more information and opt-out options, see Google's Privacy Policy:
<https://policies.google.com/privacy>.

HOW DO YOU OPT OUT OF PERSONAL INFORMATION SHARING WITH OUR BUSINESS PARTNERS?

Other than agents and service providers who act on our behalf, the information you provide through our site will not be transferred to unrelated third parties unless we have your permission to do so. You can opt out of receiving marketing emails at any time by:

- Using the Unsubscribe option in the footer of each email
- Logging into your account and adjusting your Email Preferences in Account Settings, or
- Contacting us at contact@bannersnack.com with the subject line "OPT OUT."

Please note that opting out of marketing communications does not affect essential service-related messages. We will continue to send you important updates such as:

- Changes to your account status,
- Payment confirmations or failures,
- Security or legal notifications,
- Scheduled maintenance or service disruptions.

HOW DO YOU CORRECT AND UPDATE YOUR PERSONAL INFORMATION?

You can change or correct your account information at any time by logging into your Bannersnack account and updating your profile details.

If you need assistance, or if you believe certain information we hold is inaccurate or incomplete, you can also contact us at contact@bannersnack.com to request a correction.

HOW DO YOU OPT OUT OF EMAIL COMMUNICATIONS?

You can opt out of receiving emails at any time by unsubscribing directly using the link at the bottom of any marketing email we send you (for marketing emails), by logging into your account and adjusting your Email Preferences in Account Settings, or by contacting us at contact@bannersnack.com with the subject line "OPT OUT."

Please note that opting out of marketing communications does not affect essential service-related messages. We will continue to send you important updates such as: changes to your account status, payment confirmations or failures, security or legal notifications, or scheduled maintenance or service disruptions.

WHAT IS OUR PRIVACY POLICY IF YOU ARE UNDER 13 (OR UNDER THE MINIMUM AGE IN YOUR COUNTRY)?

Our site and services are not directed to children under thirteen (13) years of age in the United States, or under the minimum digital consent age in other jurisdictions (for example, 16 in the European Economic Area, unless local law allows a lower age). Children under these ages must not use the site or services to submit any individually identifiable information about themselves.

If we learn that we have inadvertently collected personal information from a child below the applicable age of consent, we will delete it promptly. Parents or guardians who believe their child has provided us with personal data should contact us at contact@bannersnack.com so we can take appropriate action.

WHAT HAPPENS WHEN WE UPDATE OUR PRIVACY POLICY?

We may update this Privacy Policy from time to time. Minor changes will take effect immediately upon posting, and your continued use of our Services indicates acceptance of those changes.

If we make any material changes (for example, expanding the ways we collect or use your data), we will provide additional notice, such as posting a prominent announcement on our site or notifying you by email before the changes take effect.

We encourage you to periodically review this Privacy Policy to stay informed about how we protect your information.

WHAT IF YOU HAVE QUESTIONS?

If you have questions or comments about this Privacy Policy or our data practices, you can contact us at:

 contact@bannersnack.com

 Smartketer, LLC, 37310 Ruth Drive, Sterling Heights, MI 48312-1977, USA

We will do our best to respond promptly to your inquiry.

GDPR – YOUR RIGHTS IF YOU ARE LOCATED IN THE EUROPEAN UNION (OR EEA)

Data transfers outside the EEA

The personal data we collect about you may be transferred to and processed by recipients located outside the EEA. Some recipients participate in the EU-U.S. Data Privacy Framework (DPF), and for others we rely on appropriate safeguards such as standard contractual clauses approved by the European Commission. We take all necessary measures to ensure that transfers out of the EEA are adequately protected as required by law.

Data retention

We retain your personal data as long as necessary to provide you with the requested services. Once you delete your Bannersnack account, we will take steps to remove your personal data from our systems within one month of account deletion, unless we are required by law (e.g., taxation or accounting purposes) to retain it longer. We may also retain limited personal data where necessary to establish, exercise, or defend legal claims.

Your rights under GDPR

As an EU/EEA resident, you have the following rights with respect to your personal data:

- Right to withdraw consent. When you sign up with Bannersnack, you agree to our Terms of Service and Privacy Policy, including how we collect, process and use your personal data. For certain processing activities (such as receiving marketing communications), we rely on your explicit consent, which you may withdraw at any time with future effect. If you wish to withdraw your consent regarding the receipt of direct marketing communication via email, you can do that by logging into your account and changing your settings in the Account Settings → Email Preferences. If you wish to withdraw your consent regarding the collection of other types of personal data, please email us at contact@bannersnack.com with your request and we will get back to you with a solution

within one month from the date of your email. Please keep in mind, however, that certain personal data is absolutely necessary for us to be able to manage your account, so its deletion may only be possible with the deletion of the account altogether.

- Right of access. You have the right to ask whether we process personal data about you, and, if we do, to request access to your personal data. You have the right to find out what personal data we have collected about you, the purpose of the collection and who else we have shared this data with. Your access may be restricted, though, by other people's rights and interests.
- Right to rectification. At your request, we will rectify inaccurate personal data concerning you within one month of your request. You also have the right to ask us to complete personal data about you that is incomplete.
- Right to erasure (Right to be Forgotten). At your request, we will erase personal data concerning you within one month of receiving your request. Please note that this request means we will have to delete your existing account and you will no longer be able to access your work.
- Right to restrict processing. You have the right to request from us restriction of processing your personal data. Please understand, however, that certain personal data processing is inherent to how our Service works and if you request its restriction, we may have to delete your account.
- Right to data portability. At your request, you will receive from us the personal data that we've collected about you, in a structured, commonly used and machine-readable format, within one month of your request.
- Right to object. You have the right to object at any time to the processing of your personal data by us. If you object to processing for direct marketing, we will stop processing your personal data for that purpose.

Exercising your rights

To exercise any of the rights listed above, or if you have questions about how we collect and process your personal data, please contact us at contact@bannersnack.com. We will respond within one month of receiving your request, as required by GDPR (this period may be extended by up to two months for complex requests, in which case we will notify you).

Copyright Infringement Policy

COPYRIGHT INFRINGEMENT NOTIFICATION

We are committed to helping copyright holders remove allegedly infringing content from our site. If you are a copyright owner or an agent thereof, and you believe that any content hosted on Bannersnack network sites infringes your copyrights, then you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by sending an email to contact@bannersnack.com with the following information:

- Copyright owner name (Company name if applicable)
- Your full legal name
- Email address
- Phone
- Street Address
- Country
- Zip code
- Identify the copyrighted work that you claim has been infringed
- Where does the infringing content appear on Bannersnack network sites? Please provide URLs to help us locate the content you are reporting.
- How does the content infringe your rights? Please provide a clear explanation of your complaint.

Please include the following paragraph in the email, after the information requested above:

By submitting this copyright infringement notification, I state UNDER PENALTY OF PERJURY that:

- I am the owner, or an agent authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- I 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.
- This notification is accurate.
- I acknowledge that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages.

The information required is consistent with the form suggested by the United States Digital Millennium Copyright Act (the text of which can be found in the U.S. Copyright Office Web Site, <http://www.copyright.gov>) and all the claims will be received and processed by our DMCA agent.

IMPORTANT: Please note that according to the DMCA, any person who knowingly, materially misrepresents that material or activity is infringing may be subject to liability. Don't make false claims! Please also note that the information provided in this legal notice may be forwarded to the person who provided the allegedly infringing content.

WHAT IF I RECEIVE A COPYRIGHT COMPLAINT?

Bannersnack will automatically send you an email and let you know that a Copyright Complaint has been received for the content you created using Bannersnack. Additionally, the content claimed as containing the copyrighted material will be removed from Bannersnack network sites at the request of the content's owner. If your account receives multiple copyright complaints, you may lose the ability to create new content on Bannersnack and your account may be disabled completely.

If you believe that your Bannersnack content was removed in error, you have the option to file a counter-notification. When we receive a valid counter-notification, we will forward a copy to the person who filed the original complaint. If we do not receive notice within 10 business days that the submitter of the original complaint is seeking a court order to prevent further infringement of the content at issue, we will remove the complaint from your account's record, and we may replace the content that was removed.

If you elect to send us a counter-notice, please send an email to contact@bannersnack.com with the following information:

- Notification ID (included in the notification email)
- Your full legal name
- Email address
- Phone
- Street Address
- Country
- Zip code

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

Please include the following paragraph in the email, after the information requested above:

By submitting this copyright counter-notification, I state UNDER PENALTY OF PERJURY that:

- I swear, under penalty of perjury, that I have a good faith belief that the material was removed due to a mistake or misidentification of the material to be removed or disabled.

- I consent to the jurisdiction of the Federal District Court for the district in which my address is located, or if my address is outside of the United States, the judicial district in which Bannersnack is located, and will accept service of process from the claimant.
- I acknowledge that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringed may be subject to liability for damages.