

KSR Terms of Use - May 2018 Changes

Terms of Use

1. Welcome to Kickstarter!

This page explains our terms of use. When you use Kickstarter, you're agreeing to all the rules on this page. Some of them need to be expressed in legal language, but we've done our best to offer you clear and simple explanations of what everything means — hence the brief summaries in these blue boxes. The summaries, for the record, are not part of the official legal terms.

Welcome to Kickstarter. By using this website (the “Site”) and services (together with the Site, the “Services”) offered by Kickstarter, PBC (together with **its** → **Drip U.S., LLC, The Creative Independent, LLC, and its and their** parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors — collectively, “Kickstarter,” “we,” or “us”), you're agreeing to these legally binding rules (the “Terms”). You're also agreeing to our Privacy Policy **and Cookie Policy**, and agreeing to follow any other rules on the Site, like our Community Guidelines and rules for starting projects.

We may change these terms from time to time. If we do, we'll let you know about any material changes, either by notifying you on the Site or by sending you an email. New versions of the terms

will never apply retroactively — we'll tell you the exact date they go into effect. If you keep using Kickstarter after a change, that means you accept the new terms.

Kickstarter is for your personal, non-commercial use, except as explained in section 4 and section 5 below.

2. About Creating an Account

To sign up for a Kickstarter account, you need to be 18 or over. You're responsible for your account and all the activity on it.

You can browse Kickstarter without registering for an account.

But to use some of Kickstarter's functions, you'll need to register, choose **an account name**, → **a username**, and set a password.

When you do that, the information you give us has to be accurate and complete. Don't impersonate anyone else or choose names that are offensive or that violate anyone's rights. If you don't follow these rules, we may cancel your account.

You're responsible for all the activity on your account, and for keeping your password confidential. If you find out that someone's used your account without your permission, you should report it to support@kickstarter.com.

To sign up for an account, you need to be at least 18 years old, or old enough to form a binding contract where you live. If necessary, we may ask you for proof of age.

3. Things You Definitely Shouldn't Do

This section is a list of things you probably already know you shouldn't do — lie, break laws, abuse people, steal data, hack other people's computers, and so on. Please behave yourself.

Don't do this stuff.

Millions of people use Kickstarter. We expect all of them to behave responsibly and help keep this a nice place. Don't do any of these things on the Site:

Don't break the law. Don't take any action that infringes or violates other people's rights, violates the law, or breaches any contract or legal duty you have toward anyone.

Don't lie to people. Don't post information you know is false, misleading, or inaccurate. Don't do anything deceptive or fraudulent.

Don't offer prohibited items. Don't offer any rewards that are illegal, violate any of Kickstarter's policies, rules, or guidelines, or violate any applicable law, statute, ordinance, or regulation.

Don't victimize anyone. Don't do anything threatening, abusive, harassing, defamatory, libelous, tortious, obscene, profane, or invasive of another person's privacy.

Don't spam. Don't distribute unsolicited or unauthorized advertising or promotional material, or any junk mail, spam, or chain letters. Don't run mail lists, listservs, or any kind of auto-responder or spam on or through the Site.

Don't harm anyone's computer. Don't distribute software viruses, or anything else (code, films, programs) designed to interfere with the proper function of any software, hardware, or equipment on the Site (whether it belongs to Kickstarter or another party).

Don't abuse other users' personal information. When you use Kickstarter — and especially if you create a successful project —

you may receive information about other users, including things like their names, email addresses, and postal addresses. This information is provided for the purpose of participating in a Kickstarter project: don't use it for other purposes, and don't abuse it.

We also need to make sure that the Site is secure and our systems function properly. So don't do any of these things — most of which boil down to “don't mess with our system.”

Don't try to interfere with the proper workings of the Services. Don't bypass any measures we've put in place to secure the Services.

Don't try to damage or get unauthorized access to any system, data, password, or other information, whether it belongs to Kickstarter or another party.

Don't take any action that imposes an unreasonable load on our infrastructure, or on our third-party providers. (We reserve the right to determine what's reasonable.)

Don't use any kind of software or device (whether it's manual or automated) to “crawl” or “spider” any part of the Site.

Don't take apart or reverse engineer any aspect of Kickstarter in an effort to access things like source code, underlying ideas, or algorithms.

4. How Projects Work

Most of our Terms of Use explain your relationship with

Kickstarter. This section is different — it explains the relationship between creators and backers of Kickstarter projects, and who's responsible for what. This is what you're agreeing to when you create or back a Kickstarter project.

Kickstarter provides a funding platform for creative projects.

When a creator posts a project on Kickstarter, they're inviting other people to form a contract with them. Anyone who backs a project is accepting the creator's offer, and forming that contract. Kickstarter is not a part of this contract — the contract is a direct legal agreement between creators and their backers. Here are the terms that govern that agreement:

When a project is successfully funded, the creator must complete the project and fulfill each reward. Once a creator has done so, they've satisfied their obligation to their backers.

Throughout the process, creators owe their backers a high standard of effort, honest communication, and a dedication to bringing the project to life. At the same time, backers must understand that when they back a project, they're helping to create something new — not ordering something that already exists. There may be changes or delays, and there's a chance something could happen that prevents the creator from being able to finish the project as promised.

If a creator is unable to complete their project and fulfill rewards, they've failed to live up to the basic obligations of this agreement. To right this, they must make every reasonable effort to find another way of bringing the project to the best possible

conclusion for backers. A creator in this position has only remedied the situation and met their obligations to backers if:

- they post an update that explains what work has been done, how funds were used, and what prevents them from finishing the project as planned;
- they work diligently and in good faith to bring the project to the best possible conclusion in a timeframe that's communicated to backers;
- they're able to demonstrate that they've used funds appropriately and made every reasonable effort to complete the project as promised;
- they've been honest, and have made no material misrepresentations in their communication to backers; and
- they offer to return any remaining funds to backers who have not received their reward (in proportion to the amounts pledged), or else explain how those funds will be used to complete the project in some alternate form.

The creator is solely responsible for fulfilling the promises made in their project. If they're unable to satisfy the terms of this agreement, they may be subject to legal action by backers.

5. How Funding Works

This section goes over the details of backing and creating projects — things like how money gets collected, whether pledges can be changed or canceled, and how creators can contact backers to provide rewards.

These are the terms that apply when you're backing a project:

You're only charged if the project reaches its fundraising goal. You'll provide your payment information when you pledge, but you won't be charged. Your payment will only be collected if, at the time of the project's funding deadline, the project has reached its fundraising goal. The exact amount you pledged is the amount Kickstarter will collect. If the campaign hasn't reached its fundraising goal, you won't be charged, no funds will be collected, and no money will change hands.

In some cases we'll reserve the charge on your card. Kickstarter and its payment partners may authorize or reserve a charge on your credit card (or whatever payment method you use) for any amount up to the full pledge, at any time between the pledge and the collection of funds.

You can change or cancel your pledge at any time before the project's funding deadline (with one exception). You can increase, decrease, or cancel your pledge at any time during the campaign, with one exception. During the last 24 hours of the campaign, you can't decrease or cancel your pledge without contacting customer support first — if that action would drop the project below its funding goal. Once the project has been funded, you can only cancel or change your pledge by making special arrangements directly with the creator.

The Estimated Delivery Date is the creator's estimate. The date listed on each reward is the creator's estimate of when they will provide the reward — not a guarantee to fulfill by that date. The schedule may change as the creator works on the project. We ask

creators to think carefully, set a date they feel confident they can work toward, and communicate with backers about any changes. The creator may need to send you questions about your reward. To deliver rewards, the creator might need information from you, like your mailing address or t-shirt size. They'll request that information after the campaign has succeeded. To receive the reward, you'll need to provide the information in a reasonable amount of time. Creators should not ask for personal information that is not necessary to provide your reward, and should never request sensitive personal information such as your Social Security number or payment information. Contact us at support@kickstarter.com if you receive a request for information that seems inappropriate or excessive.

Kickstarter doesn't offer refunds. Responsibility for finishing a project lies entirely with the project creator. Kickstarter doesn't hold funds on creators' behalf, cannot guarantee creators' work, and does not offer refunds.

These are the terms that apply when you're creating a project: You can refund individual pledges if you want. After your project has been funded, you can cancel and refund a backer's pledge at any time. If you do, you have no further obligation to that specific backer, and no agreement exists between you.

We'll charge our fees before putting funds in your account.

Kickstarter and its payment partners will subtract fees before transmitting the proceeds of a campaign.

Some pledges can't be collected, which might reduce the amount

of funding you get. Because some payments can't be collected — for instance, when a backer's credit card expires before funding ends, and they don't provide updated information — we can't guarantee that the amount of funding you receive will be exactly equal to the full amount pledged minus fees.

We'll help resolve payment-card disputes. If a backer of your project disputes the charge with their card issuer, we'll handle representing the charge to settle the dispute with the card issuer. You'll be notified that a dispute has been filed, and you'll be able to provide evidence to help us resolve it in your favor. If the cardholder's dispute is found valid, you authorize us to charge the credit card number you provided when you started your project for the amount of the chargeback.

Don't count your chickens before they hatch. Don't assume you'll be able to launch your project when you want; there could be a reason we're not able to accept it, or a problem that takes time to resolve. Don't assume you'll be able to immediately collect your funding; there may be a delay between the end of a successful campaign and your access to the funds. And don't take any actions in reliance on collecting any of the money pledged until you actually have the ability to withdraw it from your account and spend it.

6. Stuff We Don't Do and Aren't Responsible For

We don't oversee projects' performance, and we don't mediate disputes between users.

Kickstarter isn't liable for any damages or losses related to your

use of the Services. We don't become involved in disputes between users, or between users and any third party relating to the use of the Services. We don't oversee the performance or punctuality of projects, and we don't endorse any content users submit to the Site. When you use the Services, you release Kickstarter from claims, damages, and demands of every kind — known or unknown, suspected or unsuspected, disclosed or undisclosed — arising out of or in any way related to such disputes and the Services. All content you access through the Services is at your own risk. You're solely responsible for any resulting damage or loss to any party.

7. Our Fees

Fees are only charged on successfully funded projects. We charge 5%, in addition to any fees from our payments partners.

Creating an account on Kickstarter is free. If you create a project that is successfully funded, we (and our payment partners) collect fees. Our partners' fees may vary slightly based on your location. We will not collect any fees without giving you a chance to review and accept them. If our fees ever change, we'll announce that on our Site. Some funds pledged by backers are collected by payment providers. Each payment provider is its own company, and Kickstarter isn't responsible for its performance.

You're responsible for paying any additional fees or taxes associated with your use of Kickstarter.

8. Other Websites

If you follow a link to another website, what happens there is

between you and them — not us.

Kickstarter may contain links to other websites. (For instance, project pages, user profiles, and comments may link to other sites.) When you access third-party websites, you do so at your own risk. We don't control or endorse those sites.

Kickstarter partners with other companies (such as Amazon Payments and Stripe) for payment processing. When you back or create a project, you're also agreeing to the payment processor's terms of service.

9. Your Intellectual Property

We don't own the stuff you post on Kickstarter. But when you post it, you're giving us permission to use or copy it however we need in order to run the site, or show people what's happening on it. (We generally just use this to promote projects and showcase our community on the website.) You're responsible for the content you post, and you're vouching to us that it's all okay to use.

Kickstarter doesn't own content you submit to us (your "Content"). But we do need certain licenses from you in order to perform our Services. When you submit a project for review, or launch a project, you agree to these terms:

We can use the content you've submitted. You grant to us, and others acting on our behalf, the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable right to use, exercise, commercialize, and exploit the copyright, publicity, trademark, and database rights with respect to your

Content.

When we use the content, we can make changes, like editing or translating it. You grant us the right to edit, modify, reformat, excerpt, delete, or translate any of your Content.

You won't submit stuff you don't hold the copyright for (unless you have permission). Your Content will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material, or you are otherwise legally entitled to post the material (and to grant Kickstarter all the license rights outlined here).

Any royalties or licensing on your Content are your responsibility. You will pay all royalties and other amounts owed to any person or entity based on your Content, or on Kickstarter's hosting of that Content.

You promise that if we use your Content, we're not violating anyone's rights or copyrights. If Kickstarter or its users exploit or make use of your submission in the ways contemplated in this agreement, you promise that this will not infringe or violate the rights of any third party, including (without limitation) any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

You're responsible for the stuff you post. All information submitted to the Site, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom that content originated.

We're not responsible for mistakes in your content. Kickstarter will not be liable for any errors or omissions in any content.

10. Kickstarter's Intellectual Property

The content on Kickstarter is protected in various ways. You do have the right to use it for certain personal purposes, but you can't use it for anything commercial without getting permission first. Kickstarter's Services are legally protected in various ways, including copyrights, trademarks, service marks, patents, trade secrets, and other rights and laws. You agree to respect all copyright and other legal notices, information, and restrictions contained in any content accessed through the Site. You also agree not to change, translate, or otherwise create derivative works of the Service.

Kickstarter grants you a license to reproduce content from the Services for personal use only. This license covers both Kickstarter's own protected content and user-generated content on the Site. (This license is worldwide, non-exclusive, non-sublicensable, and non-transferable.) If you want to use, reproduce, modify, distribute, or store any of this content for a commercial purpose, you need prior written permission from Kickstarter or the relevant copyright holder. A "commercial purpose" means you intend to use, sell, license, rent, or otherwise exploit content for commercial use, in any way.

11. How We Deal with Copyright Issues

We comply with the Digital Millennium Copyright Act. To learn more about how we deal with claims of copyright infringement,

read our Copyright Policy.

The Digital Millennium Copyright Act lays out a system of legal requirements for dealing with allegations of copyright infringement. Kickstarter complies with the DMCA, and we respond to notices of alleged infringement if they comply with the law and the requirements set forth in our Copyright Policy. We reserve the right to delete or disable content alleged to be infringing, and to terminate accounts for repeat infringers. (We do this when appropriate and at our sole discretion.)

If you'd like to submit a claim of copyright infringement, please visit our Copyright Policy. Our designated agent for notice of alleged copyright infringement is:

Kickstarter, PBC

Attn: Copyright Agent

58 Kent Street

Brooklyn, NY 11222

copyright@kickstarter.com

12. Deleting Your Account

You can delete your account at any time. Deleting your account won't automatically make some content you've already posted go away.

You can terminate your account at any time. → time through your account settings. We may retain certain information as required by law or as necessary for our legitimate business purposes. All provisions of this agreement survive termination of an account, including our rights regarding any content you've already

submitted to the Site. (For instance, if you've launched a project, deleting your account will not automatically remove the project from the Site.) You can contact us at support@kickstarter.com for additional information or to request project page deletion (this is not available in all circumstances).

13. Our Rights

To operate, we need to be able to maintain control over what happens on our website. So in this section, we reserve the right to make decisions to protect the health and integrity of our system. We don't take these powers lightly, and we only use them when we absolutely have to.

Kickstarter reserves these rights:

We can make changes to the Kickstarter Site and Services without notice or liability.

We have the right to decide who's eligible to use Kickstarter. We can cancel accounts or decline to offer our Services. (Especially if you're abusing them.) We can change our eligibility criteria at any time. If these things are prohibited by law where you live, then we revoke your right to use Kickstarter in that jurisdiction.

We have the right to cancel any pledge to any project, at any time and for any reason.

We have the right to reject, cancel, interrupt, remove, or suspend any project at any time and for any reason.

Kickstarter is not liable for any damages as a result of any of these actions, and it is our policy not to comment on the reasons for any such action.

14. Warranty Disclaimer

We work hard to provide you with great services, but we can't guarantee everything will always work perfectly. This site is presented as-is, without warranties.

You use our Services solely at your own risk. They are provided to you "as is" and "as available" and without warranty of any kind, express or implied.

KICKSTARTER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM KICKSTARTER SHALL CREATE ANY WARRANTY.

15. Indemnification

If you do something on Kickstarter that winds up getting us sued, you have to help defend us.

If you do something that gets us sued, or break any of the promises you make in this agreement, you agree to defend, indemnify, and hold us harmless from all liabilities, claims, and expenses (including reasonable attorneys' fees and other legal costs) that arise from or relate to your use or misuse of Kickstarter. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to this

indemnification clause, in which case you agree that you'll cooperate and help us in asserting any defenses.

16. Limitation of Liability

If something bad happens as a result of your using Kickstarter, we're not liable (beyond a small amount).

To the fullest extent permitted by law, in no event will Kickstarter, its directors, employees, partners, suppliers, or content providers be liable for any indirect, incidental, punitive, consequential, special, or exemplary damages of any kind, including but not limited to damages (i) resulting from your access to, use of, or inability to access or use the Services; (ii) for any lost profits, data loss, or cost of procurement or substitute goods or services; or (iii) for any conduct of content of any third party on the Site. In no event shall Kickstarter's liability for direct damages be in excess of (in the aggregate) one hundred U.S. dollars (\$100.00).

17. Dispute Resolution and Governing Law

We're located in New York, and any disputes with us have to be handled in New York under New York State law.

We at Kickstarter encourage you to contact us if you're having an issue, before resorting to the courts. In the unfortunate situation where legal action does arise, these Terms (and all other rules, policies, or guidelines incorporated by reference) will be governed by and construed in accordance with the laws of the State of New York and the United States, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United

Nations Convention of Controls for International Sale of Goods. You agree that Kickstarter and its Services are deemed a passive website that does not give rise to jurisdiction over Kickstarter or its parents, subsidiaries, affiliates, assigns, employees, agents, directors, officers, or shareholders, either specific or general, in any jurisdiction other than the State of New York. You agree that any action at law or in equity arising out of or relating to these Terms, or your use or non-use of Kickstarter, shall be filed only in the state or federal courts located in New York County in the State of New York, and you hereby consent and submit to the personal jurisdiction of these courts for the purposes of litigating any such action. You hereby irrevocably waive any right you may have to trial by jury in any dispute, action, or proceeding.

18. The Rest

These are our official terms and our rules for how things work. (So if you ever see confusing or conflicting information about any of this stuff, just check these terms — they're the last word.) Thanks so much for reading them, and for using Kickstarter! These Terms and the other material referenced in them are the entire agreement between you and Kickstarter with respect to the Services. They supersede all other communications and proposals (whether oral, written, or electronic) between you and Kickstarter with respect to the Services and govern our future relationship. If any provision of these Terms is found to be invalid under the law, that provision will be limited or eliminated to the minimum extent necessary so that the Terms otherwise will remain in full force

and effect and enforceable. The failure of either you or Kickstarter to exercise any right provided for in these Terms in any way won't be deemed a waiver of any other rights. These Terms are personal to you. You can't assign them, transfer them, or sublicense them unless you get Kickstarter's prior written consent. Kickstarter has the right to assign, transfer, or delegate any of its rights and obligations under these Terms without your consent. Kickstarter will provide you notice via email, written notice, or by conspicuously posting the notice on our Site.

FIN

These updated terms **went** → **will go** into effect on **October 19, 2014**, → **May 25, 2018**, at 12 a.m. Eastern Time, and apply to all projects launched on Kickstarter on or after that date. To see the previous version of these terms, which govern all projects launched before that date, [click here](#).