

# Terms of Service

QuackLog

Last Updated: March 20, 2026

## Agreement to Terms

These Terms of Service ("Terms") govern your access to and use of the QuackLog mobile application ("App"), operated by QuackLog ("we," "our," or "us").

By creating an account or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the App.

## Eligibility

You must be at least 13 years old to use the App. By using the App, you represent that you meet this age requirement. If you are under 18, you represent that you have your parent or guardian's permission to use the App.

## Account Registration

To use certain features of the App, you must create an account. You agree to:

- Provide accurate and complete information during registration
- Maintain the security of your account credentials
- Promptly update any changes to your information
- Accept responsibility for all activities that occur under your account
- Notify us immediately of any unauthorized use of your account

We reserve the right to suspend or terminate accounts that violate these Terms.

## Acceptable Use

You agree to use the App only for lawful purposes and in accordance with these Terms. You agree NOT to:

- Violate any applicable laws or regulations
- Infringe on the rights of others, including intellectual property rights
- Upload or share content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable
- Impersonate any person or entity
- Use the App to spam, phish, or distribute malware

- Attempt to gain unauthorized access to the App or its systems
- Interfere with or disrupt the App's operation
- Collect information about other users without their consent
- Use automated systems (bots, scrapers) to access the App
- Share content that promotes illegal hunting activities or violations of wildlife regulations

## User Content

### *Your Content*

You retain ownership of content you create and upload to the App ("User Content"), including hunt logs, photos, comments, and profile information.

By uploading User Content, you grant QuackLog a non-exclusive, worldwide, royalty-free license to use, store, display, and distribute your content solely for the purpose of operating and improving the App.

### *Content Standards*

You are solely responsible for your User Content. You represent that:

- You own or have the necessary rights to your content
- Your content does not violate these Terms or any applicable laws
- Your content does not infringe on any third party's rights

### *Content Removal*

We reserve the right to remove any content that violates these Terms or that we find objectionable, without prior notice.

## Hunting Activities

QuackLog is a logging and tracking tool for hunting activities. You acknowledge and agree that:

- You are solely responsible for complying with all applicable hunting laws, regulations, and licensing requirements in your jurisdiction
- The App does not provide legal advice regarding hunting regulations
- Location data and hunting information you log is your responsibility to keep accurate
- QuackLog is not liable for any legal issues arising from your hunting activities
- You will not use the App to facilitate or document illegal hunting activities

## Intellectual Property

The App, including its design, features, graphics, and content (excluding User Content), is owned by QuackLog and protected by intellectual property laws. You may not:

- Copy, modify, or distribute the App or its content
- Reverse engineer or attempt to extract the source code
- Use our trademarks or branding without permission

## **Third-Party Services**

The App may integrate with third-party services (Google Maps, Google Sign-In). Your use of these services is subject to their respective terms and privacy policies. We are not responsible for third-party services.

## **Disclaimer of Warranties**

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OR RELIABILITY OF CONTENT, UNINTERRUPTED OR ERROR-FREE OPERATION.

We do not warrant that the App will meet your requirements or that any errors will be corrected.

## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, QUACKLOG AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR: ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; ANY LOSS OF PROFITS, DATA, USE, OR GOODWILL; ANY DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE THE APP.

IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED THE AMOUNT YOU PAID TO US IN THE PAST TWELVE MONTHS, OR \$100, WHICHEVER IS GREATER.

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability, so some of the above limitations may not apply to you.

## **Indemnification**

You agree to indemnify, defend, and hold harmless QuackLog and its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including attorney's fees) arising from:

- Your use of the App
- Your User Content
- Your violation of these Terms

- Your violation of any rights of another party

## Termination

We may terminate or suspend your account and access to the App at any time, without prior notice or liability, for any reason, including if you breach these Terms.

Upon termination:

- Your right to use the App will immediately cease
- We may delete your account and User Content
- Provisions that by their nature should survive termination will survive (including disclaimers, limitations of liability, and indemnification)

You may delete your account at any time through the App settings or by contacting us.

## Changes to Terms

We may modify these Terms at any time. We will notify you of material changes by posting the updated Terms in the App and updating the "Last Updated" date. Your continued use of the App after changes constitutes acceptance of the new Terms.

## Governing Law and Disputes

These Terms shall be governed by and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

Any disputes arising from these Terms or your use of the App shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, except that either party may seek injunctive relief in any court of competent jurisdiction.

You agree to waive your right to participate in class action lawsuits or class-wide arbitration.

## Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.

## Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and QuackLog regarding your use of the App.

## Contact Us

If you have questions about these Terms, please contact us at:

**Email:** [support@quacklog.app](mailto:support@quacklog.app)