

Scrapp's Terms of Service

Last Updated: April 20th, 2022

Last Reviewed: March 21st 2024

Welcome!

Scrapp is a tool for you to use to recycle right.

These terms set forth our legal obligations to each other. They apply to your use of our services.

When we say “Scrapp,” “we,” “us,” and “our” in these terms, we mean Scrapp LLC, its subsidiaries, and its related companies.

When we say “services” in these terms, we mean Scrapp’s services, apps, websites, and other products.

When we say “you” or “your,” we mean you. If you’re accessing our services on behalf of a legal entity (like your employer), you agree that you have the authority to bind that entity to these terms, and “you” and “your” will refer to that entity.

We also have a Privacy Policy, and other policies that apply to your use of our services and are incorporated into these terms. You should read these policies—we’ve worked hard to make them simple and clear, and they contain important information about your use of our services. Scrapp’s Paid Services Terms apply to any purchase you make through Scrapp.

Who we are

We provide services that help you to recycle correctly. Our services may also include access to certain software, features, and content that you can purchase from us or others.

Scrapp’s services are provided by Scrapp LLC. We’re located at 0 Ivy Ln, Burlington, MA 01803, USA.

What you can expect from us

We’re actively developing new features and products to improve Scrapp. As part of these efforts, we may add or remove features, start offering new services, or stop offering old services. While we try to avoid disruptions, we cannot guarantee that there will not be an outage or change to the services, and your content may not be retrievable due to such outages or changes. We are not liable for any such outages or service changes.

Scrapp's content

Our services include some content that belongs to us. You may use this content as permitted by these terms, but we retain all intellectual property rights in our content.

Scrapp's paid services

We won't charge you a fee to use the basic functionality of our services, but you may be able to pay for additional features and products. Scrapp's Paid Services Terms also apply to any purchase you make through Scrapp, and you may also be asked to agree to separate terms before purchasing or selling new offerings through Scrapp.

Restrictions on your use of Scrapp's services

When using our services, you must comply with these terms and all applicable laws, rules, and regulations, and you must only use the services for authorized and acceptable purposes. You must also adhere to our other policies, which contain more detailed rules about your behavior when using Scrapp. Fundamentally, do not do, try to do, or encourage or help others to do any of the following:

- **Don't use the services to do harm to yourself or others.** Among other things, this includes trying to gain access to another user's account or any non-public portions of the services, infringing anyone else's intellectual property rights or any other proprietary rights, harassing, through our services.
- **Don't use the services to do harm to Scrapp.** Among other things, this includes trying to gain access to or attacking our systems, scraping us, transmitting viruses or other malicious code to our services, abusing or defrauding us or our payment systems, copying our product or using our intellectual property without permission, and misusing our reporting or customer service mechanisms.
- **Don't use the services to do anything else that's illegal.** This includes using the services to commit any crime or infringe anyone's intellectual property rights.

Termination

Your right to terminate. You're free to stop using Scrapp's services at any time and for any reason. For app users you can delete your Scrapp account by uninstalling the app. Our right to terminate. Subject to applicable law, we reserve the right to suspend or terminate your account and/or your access to some or all of our services with or without notice, at our discretion, including if:

- You breach these terms, our policies, or additional terms that apply to specific products.
- We're required to do so to comply with a legal requirement or court order.
- We reasonably believe termination is necessary to prevent harm to you, us, other users, or third parties.

However, we will give you advance notice if reasonable to do so or required by applicable law. You can appeal any enforcement action we take under these terms by emailing enquiries@scrapprecycling.com

Indemnity

If you are using the services on behalf of a business or legal entity and not in an individual capacity, then you will indemnify and hold Scrapp and its officers, directors, employees and agents harmless from and against any claims, liabilities, damages, and costs (including reasonable legal and accounting fees) related to (a) your access to or use of our services, (b) your content, or (c) your violation of these terms.

Services “AS IS”

We work hard to offer great services, but there are certain aspects that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, SCRAPP, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED “AS IS.” WE ALSO DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE LAWS OF CERTAIN JURISDICTIONS OR STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

This warranty does not affect any consumer rights you might have under applicable law, including the legal guarantee in certain places such as the European Union that products and

services must comply with this agreement and your rights in case of non-conformity of a product or service.

Limitation of liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. IN COUNTRIES WHERE THE BELOW TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

THE INFORMATION PRESENTED ON OR THROUGH THE SERVICES IS MADE AVAILABLE SOLELY FOR INFORMATIONAL PURPOSES. WE DO NOT CONFIRM THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS SOLELY AT YOUR OWN RISK.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, NEITHER SCRAPP, ITS AFFILIATES, NOR OUR SUPPLIERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SCRAPP OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY PROVIDED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

BESIDES THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), SCRAPP LIMITS OUR LIABILITY TO YOU TO THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID US IN THE THREE MONTHS BEFORE YOU FIRST ASSERT A CLAIM OR (B) \$100 (OR THE EQUIVALENT IN YOUR LOCAL CURRENCY).

SCRAPP ISN'T LIABLE FOR THE CONDUCT OR CONTENT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SCRAPP AND YOU.

Settling disputes between you and Scrapp

Informal resolution. Most disputes can be resolved informally, so if you have an issue with the services, let's consult with each other first. Before pursuing formal legal action, you agree to try to resolve a dispute with us informally by sending notice to enquiries@scrapprecycling.com.

If you reside in the European Union, you may also be entitled to submit your complaint to the [European Commission's Online Dispute Resolution \(ODR\) Platform](#). ODR allows EU consumers to resolve disputes related to the online purchases of goods and services without going to court.

Governing law and jurisdiction. The Federal Arbitration Act, federal arbitration law, and Massachusetts law will apply to these terms and any disputes related to these terms or our services, regardless of conflict of laws rules. Any of these disputes that are not subject to arbitration will be resolved exclusively in the state or federal courts in Middlesex County, Massachusetts, and you and Scrapp both consent to venue and personal jurisdiction in these courts.

If you are a consumer residing in the European Union, this clause and these terms in general do not affect any mandatory consumer rights you may have under your local law, and all disputes arising in connection with the services and/or these terms shall be submitted to the exclusive jurisdiction of the court of Amsterdam, the Netherlands or, if you are a consumer, to a court closer to your domicile if in an EU Member State.

More important stuff

You have certain rights that, by law, can't be limited by these terms, and we in no way intend to restrict those rights in these terms.

Entire agreement. These terms cover the entire agreement between you and Scrapp for your use of our services.

Additional terms. Where additional terms apply to our products or services, the additional terms will control with respect to your use of that product or service to the extent of any conflict with these terms.

Bug reporting. We support the responsible reporting of security vulnerabilities. To report a security issue, please email tech@scrapprecycling.com

Export Control. You agree to comply with all applicable import, export, and re-export control laws and restrictions, including but not limited to those of the European Union and its member states, the U.S. Department of Commerce Export Administration Regulations ("EAR") and economic sanctions maintained by the U.S. Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR"), and will not use the services to cause a

violation of such laws or regulations. Further, you represent and warrant that you are not located in North Korea, on any government list of prohibited or restricted parties, or otherwise subject to equivalent restrictions, as specified in the laws and regulations listed above or in your country's laws. You may not download or use our services if you are located in a country or region subject to U.S. or E.U. government embargo (including Cuba, Iran, Syria, and the Crimea region) unless that use is authorized by the United States and other relevant authorities.

Waiver, severability, and assignment. If you fail to follow these terms and we don't immediately act, that doesn't mean we're giving up any of our legal rights (such as acting in the future). If any part of these terms ends up being invalid or unenforceable based on a decision by any court or competent authority, the rest of these terms will not be affected. You may not assign these terms to anyone else without our written consent. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with our services.

Survival. Any part of these terms that by their nature should survive after termination of these terms will survive.

Updates to these terms. We may decide to update these terms (1) to reflect changes to our services or our business, (2) for legal or regulatory reasons, or (3) to prevent abuse on or of our services. If these changes materially affect your Scrapp use or your legal rights, we'll give you reasonable advance notice (unless the updates are urgent). If you continue to use our services after the changes have taken effect, it means that you agree to the changes. If you don't agree, you must stop using our services.

Apple App Store. If you download the Scrapp app from the Apple App Store or use our app on an iOS device, the below paragraph applies to you.

Apple has no obligation to furnish any maintenance and support services with respect to the Scrapp app. If the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the app purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Scrapp app. Apple is not responsible for addressing any claims by you or any third party relating to the Scrapp app or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the Scrapp app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Scrapp app infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Scrapp app.

Contacting each other

If you have any questions about these terms, please contact us at enquiries@scrapprecycling.com. We may send you electronic communications related to our services. Where required, we'll get your consent before sending you direct marketing messages, and we'll make it easy for you to opt out.