

# Terms of Service

**Last updated: February 10, 2025**

These Terms govern your access to and use of the software, applications, extensions, and other products and services we provide through or for animerecaps.net (our “Services”).

Please read these Terms carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to be bound by all of the Terms and all other operating rules, policies, and procedures that we may publish via the Services from time to time (collectively, the “Agreement”). You also agree that we may automatically change, update, or add on to our Services as stated in the Terms, and the Agreement will apply to any changes.

## 1. Definitions

**You** means any individual or entity using our Services. If you use our Services on behalf of another person or entity, you represent and warrant that you’re authorized to accept the Agreement on that person’s or entity’s behalf, that by using our Services you’re accepting the Agreement on behalf of that person or entity, and that if you, or that person or entity, violates the Agreement, you and that person or entity agree to be responsible to us.

**We** (referred to as either “Anime Recaps”, “We”, “Us”, or “Our” in this Agreement) refers to Anime Recaps

## 2. Your Account

When using our Services requires an account, you agree to provide us with complete and accurate information and to keep the information current so that we can communicate with you about your account. We may need to send you emails about notable updates (like changes to our Terms of Service or Privacy Policy), or to let you know about legal inquiries or complaints we receive about the ways you use our Services so you can make informed choices in response.

We may limit your access to our Services until we’re able to verify your account information, like your email address.

You’re solely responsible and liable for all activity under your account. You’re also fully responsible for maintaining the security of your account (which includes keeping your password secure). We’re not liable for any acts or omissions by you, including any damages of any kind incurred as a result of your acts or omissions.

Don’t share or misuse your access credentials. And notify us immediately of any unauthorized uses of your account, store, or website, or of any other breach of security. If we believe your account has been compromised, we may suspend or delete it.

If you’d like to learn about how we handle the data you provide us, please see our [Privacy Policy](#).

### 3. Minimum Age Requirements

Our Services are not directed to children. You're not allowed to access or use our Services if you're under the age of 13 (or 16 in Europe). If you register as a user or otherwise use our Services, you represent that you're at least 13 (or 16 in Europe). You may use our Services only if you can legally form a binding contract with us. In other words, if you're under 18 years of age (or the legal age of majority where you live), you can only use our Services under the supervision of a parent or legal guardian who agrees to the Agreement.

### 4. Responsibility of Visitors and Users

We haven't reviewed, and can't review, all of the content (like text, photo, video, audio, code, computer software, items for sale, and other materials) posted to or made available through our Services by users or anyone else ("Content") or on websites that link to, or are linked from, our Services. We're not responsible for any use or effects of Content or third-party websites. So, for example:

We don't have any control over third-party websites.

A link to or from one of our Services does not represent or imply that we endorse any third-party website.

We don't endorse any Content or represent that Content is accurate, useful, or not harmful. Content could be offensive, indecent, or objectionable; include technical inaccuracies, typographical mistakes, or other errors; or violate or infringe the privacy, publicity rights, intellectual property rights, or other proprietary rights of third parties.

You're fully responsible for the Content you write and post on our Services, and any harm resulting from that Content. It's your responsibility to ensure that your Content abides by applicable laws and by the Agreement.

We aren't responsible for any harm resulting from anyone's access, use, purchase, or downloading of Content, or for any harm resulting from third-party websites. You're responsible for taking the necessary precautions to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

We are not a party to, and will have no responsibility or liability for, any communications, transactions, interactions, or disputes between you and the provider of any Content.

### 5. Feedback

We love hearing from you and are always looking to improve our Services. When you share comments, ideas, or feedback with us, you agree that we're free to use them without any restriction or compensation to you.

### 6. General Representation and Warranty

We encourage you to express yourself freely, subject to a few requirements. In particular, you represent and warrant that your use of our Services:

- Will be in strict accordance with the Agreement;
- Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, licensing, privacy, data protection, the transmission of technical data exported from the United States or the country in which you reside, the use or provision of financial services, notification and consumer protection, unfair competition, and false advertising);
- Will not be for any unlawful purposes, to publish illegal content, or in furtherance of illegal activities;
- Will not infringe or misappropriate the intellectual property rights of Anime Recaps or any third party;
- Will not overburden or interfere with our systems or impose an unreasonable or disproportionately large load on our infrastructure, as determined by us in our sole discretion;
- Will not disclose the personal information of others;
- Will not be used to send spam or bulk unsolicited messages;
- Will not interfere with, disrupt, or attack any service or network;
- Will not be used to create, distribute, or enable material that is, facilitates, or operates in conjunction with, malware, spyware, adware, or other malicious programs or code;
- Will not involve reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for the Services or any related technology that is not open source; and
- Will not involve renting, leasing, loaning, selling, or reselling the Services or related data without our consent.

## 8. User Contributions

By uploading, sharing, editing, or contributing Content, you agree that your contributions are made under a CC BY-SA license. The CC BY-SA license allows others to redistribute, adapt, and build upon a work including for commercial purposes, as long as they credit the original creator and license their new work under the same terms.

## 7. Copyright Policy

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others. If you believe any Content violates your copyright, please see our Copyright Policy and send us a notice.

## 8. Intellectual Property

The Agreement doesn't transfer any Anime Recaps or third-party intellectual property to you, and all right, title, and interest in and to such property remains (as between Anime Recaps and you) solely with Anime Recaps, and all other trademarks, service marks, graphics, and logos used in connection with our websites or Services are trademarks or registered trademarks of Anime Recaps (or Anime Recaps's licensors). Other trademarks, service marks, graphics, and logos used in connection with our Services may be the trademarks of other third parties. Using our Services doesn't grant you any right or license to reproduce or otherwise use any Anime Recaps or third-party trademarks.

## 9. Changes

We may modify the Terms from time to time, for example, to reflect changes to our Services (e.g., adding new features or benefits to our Services or retiring certain features of certain Services) or for legal, regulatory, or security reasons. If we do this, we'll provide notice of the changes, such as by posting the amended Terms and updating the "Last Updated" date. Any changes will apply on a going-forward basis, and, unless we say otherwise, the amended Terms will be effective immediately. By continuing to use our Services after, you agree to be bound by the new Terms. You have the right to object to any changes at any time by ceasing your use of our Services and canceling any subscription you have.

## 10. Termination

We may terminate your access to all or any part of our Services at any time, with or without cause or notice, effective immediately, including if we believe, in our sole discretion, that you have violated this Agreement, any service guidelines, or other applicable terms. We have the right (though not the obligation) to (i) reclaim your username or website's URL due to prolonged inactivity, (ii) refuse or remove any content that, in our reasonable opinion, violates any part of this Agreement, or is in any way harmful or objectionable, (iii) ask you to make adjustments, restrict the resources you use, or terminate your access to the Services, if we believe your usage burdens our systems, or (iv) terminate or deny access to and use of any of our Services to any individual or entity for any reason.

## 11. Disclaimers

Our Services are provided "as is." Anime Recaps hereby disclaim all warranties of any kind, express or implied, to the maximum extent allowed by applicable law, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

## 12. Jurisdiction and Applicable Law.

Except to the extent any applicable law provides otherwise, the Agreement and any access to or use of our Services will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions and the application of the United Nations Convention of Contracts for the International Sale of Goods, and the proper venue for any disputes arising out of or relating to the Agreement and any access to or use of our Services will be the state and federal courts located in Los Angeles, California, U.S.A. Nothing in this Agreement affects your rights as a consumer to rely on mandatory provisions in your country of residence.

## 13. Limitation of Liability

In no event will Anime Recaps, or its suppliers, partners, or licensors, be liable (including for any third-party products or services purchased or used through our Services) with respect to any subject matter of the Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of

procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed \$50 or the fees paid by you to Anime Recaps under the Agreement during the twelve (12) month period prior to the cause of action, whichever is greater. Anime Recaps shall have no liability for any failure or delay due to matters beyond its reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

European Users: If we cause damage to you and you are a consumer in Europe, we limit our liability to the maximum amount permissible in your country of residence. Liability will be limited to foreseeable damages arising due to a breach of material contractual obligations typical for this type of contract. Anime Recaps isn't liable for damages that result from a non-material breach of any other applicable duty of care. This limitation of liability will not apply to any statutory liability that cannot be limited, to liability for death or personal injury caused by our negligence, liability caused by our willful misconduct or gross negligence, or our responsibility for something we have specifically promised to you. You and we agree that we and our affiliates' total liability is limited to the greater of \$50 or the amount paid by you to use our Services during the 12 months preceding the claim; To the extent that our liability is limited or excluded, the limitations or exclusions will also apply to the personal liability of our employees, legal representatives, and vicarious agents.

## 14. Indemnification

You agree to indemnify and hold harmless Anime Recaps, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including attorneys' fees, arising out of or related to your use of our Services, including but not limited to your violation of the Agreement or any agreement with a provider of third-party services used in connection with the Services or applicable law and Content that you post.

## 15. US Economic Sanctions

You agree that our ability to provide our Services to you is subject to compliance with US sanctions that restrict or prohibit who or from where our Services can be accessed. By using the Services, you represent and warrant that you (i) are not located or residing in any country or territory subject to comprehensive US sanctions (currently Cuba, Crimea, Iran, North Korea, Donetsk People's Republic, Luhansk People's Republic, and Syria); (ii) are not listed on any United States list of prohibited or restricted parties, such as OFAC's Specially Designated Nationals and Persons List, or otherwise subject to US sanctions that would prohibit your access to or use of our Services; and (iii) shall not use or allow access by any of your customers or potential customers (if applicable) to the Services in any manner that may cause Anime Recaps to violate US export controls and sanctions. We reserve the right to restrict or block your access, or access by any of your customers or potential customers (if applicable), to the Services and/or to terminate the Agreement at any time without notice if we determine, at our sole discretion, that such access may cause a violation or create unacceptable risk to us under export controls or sanctions.

## 16. Translation

These Terms were originally written in English (US). We may translate these terms into other languages, and in the event of a conflict between a translated version of these Terms and the

English version, the English version will control.

## 17. Miscellaneous

The Agreement (together with any other terms we provide that apply to any specific Service) constitutes the entire agreement between Anime Recaps and you concerning our Services. If any part of the Agreement is unlawful, void, or unenforceable, that part is severable from the Agreement, and does not affect the validity or enforceability of the rest of the Agreement. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

Anime Recaps may assign its rights under the Agreement without condition. You may only assign your rights under the Agreement with our prior written consent.

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