Send Us Feedback

Bugs, pricing, problems, questions, suggestions? Let us know what you think of XMind.

Subject: XMind Pro 3
Name: 
Email: 

Description:

Submit Cancel

We got your feedback, thank you!

Submit another Close X

FEEDBACK

Search

日本語
Sign Up
Sign In

Terms of Service

TERMS OF SERVICE

ACCEPTANCE OF TERMS

XMind, Ltd. (referred to herein as “We” or “XMind”) welcomes you to this website (collectively, including all content and technology available through the XMind.net and XMind.org domain names, the “Site”). These Terms of Service apply to all users of the Site, including users who are contributors (“Submitters”) of files, content, information, and other materials on, or made available through, the Site (“Submissions”). The Site includes all aspects of XMind, including but not limited to all products, software and services offered via the Site such as XMind Pro, the XMind Widget, and XMind Share.

By using and/or visiting the Site and/or linking to any file residing on any other site that is accessed via the Site, you give your assent to both these Terms of Service and to XMind’s Privacy Policy (http://www.xmind.net/privacy.html), which is incorporated herein by reference.

We reserve the right to modify or revise these Terms of Service in our sole discretion without notice, and you agree to
be bound by such modifications or revisions.

If you do not agree to any of these terms, then please do not use the Site.

**XMIND ACCOUNTS**

In order to access some features of the Site, you will have to create an XMind account. You may never use another’s account without permission, and you may never use another’s account ID to access fee-based products and services, including but not limited to XMind Pro software subscriptions, for which you have not paid. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account. You must notify XMind immediately of any breach of security or unauthorized use of your account. Although XMind will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of XMind or others due to such unauthorized use.

**SITE ACCESS**

XMind hereby grants you permission to access and use the Site as set forth in these Terms of Service, provided that:

1. You agree not to distribute in any medium any part of the Site without XMind’s prior written authorization.
2. You agree not to alter or modify any part of the Site, including but not limited to the XMind Widget or any of its related technologies.
3. You agree not to use the Site, including the XMind Widget, for any commercial use, without the prior written authorization of XMind. Prohibited commercial uses include any of the following actions taken without XMind’s express approval:
   - sale of access to the Site or its related services (such as the XMind Widget) on another website;
   - use of the Site or its related services (such as the XMind Widget), for the primary purpose of gaining advertising or subscription revenue;
   - the sale of advertising, on the Site or any third-party Site, targeted to the content of specific Submissions or XMind content;
   - and any use of the Site or its related services (such as the XMind Widget) that XMind finds, in its sole discretion, to use XMind’s resources or Submissions with the effect of competing with or displacing the market for XMind, XMind content, or its Submissions.
4. Prohibited commercial uses do not include:
   - uploading an original Submission to XMind, to promote your business or artistic enterprise;
   - using the XMind Widget to show XMind files on an ad-enabled blog or website, provided the primary purpose of using the XMind Widget is not to gain advertising revenue or compete with XMind;
   - any use that XMind expressly authorizes in writing.
5. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses the Site in a manner that sends more request messages to the XMind servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, XMind grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. XMind reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to their Submissions.
6. Submitters understand and agree that third-party advertising, in any commercially reasonable format, may be made available to users of the Site, including in connection with uploaded Submissions. Submitters expressly agree that they shall not be entitled to any sharing or other compensation whatsoever for any revenue generated by or received by XMind for the display of any such advertisements.
7. In your use of the Site, you will otherwise comply with the terms and conditions of these Terms of Service and all applicable local, national, and international laws and regulations.
8. XMind reserves the right to discontinue any aspect of the Site at any time or to terminate a user's access for violating these Terms of Service.

**SUBMISSIONS**
1. If you are a Submitter, you understand that whether or not your Submissions are displayed or otherwise made available, XMind does not guarantee any confidentiality or security with respect to any such Submissions.

2. You shall be solely responsible for your Submissions and the consequences of posting or publishing them. In connection with Submissions, you affirm, represent, and/or warrant that:
   - you own or have the necessary licenses, rights, consents, and permissions to use and authorize XMind to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Submissions to enable inclusion and use of the Submissions in the manner contemplated by the Site and these Terms of Service;
   - you have the written consent, release, and/or permission of each and every identifiable individual person in the Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Submissions in the manner contemplated by the Site and these Terms of Service.

Nothing in these Terms of Service change, affect or diminish in any way whatever rights Submitters may have in the Submissions. By submitting the Submissions to XMind, however, you hereby grant XMind a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Submissions in connection with the Site and XMind's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels (except to the extent limited by, and expressly stated in the applicable additional terms and conditions for, services offered by XMind). You also hereby grant each user of the Site (subject to such limitations, if any, that may apply with respect to premium services) a non-exclusive license to access your Submissions through the Site, and to use, reproduce, distribute, prepare derivative works of, display and perform such Submissions as permitted through the functionality of the Site and under these Terms of Service. Certain Submissions may be provided with, and subject to, other licenses, such as the Creative Commons license, which may affect how you use those Submissions. Users of such Submissions may see the specific licenses referred to, and included via links, in any such Submission. Submitters who make their Submissions available subject to any such third-party licenses hereby agree to comply with all policies and conditions associated with such use and distribution. For more information about Creative Commons, please check creativecommons.org.

3. You hereby represent and warrant that you will not:
   - upload to or make available via the Site any Submission containing material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant XMind all of the license rights granted herein;
   - publish falsehoods or misrepresentations that could damage XMind or any third party;
   - submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
   - post advertisements, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes” or any other form of solicitation;
   - upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
   - impersonate another person.

4. XMind does not permit copyright infringing activities and infringement of intellectual property rights on its Site, and XMind will remove all Submissions if we have a reasonable belief that such Submission infringes on another's intellectual property rights. XMind reserves the right to remove Submissions without prior notice. XMind will also terminate a user's access to its Site, if they are determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a Submission removed from the Site more than twice. XMind also reserves the right to decide whether any Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. XMind may remove such Submissions and/or terminate a user's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

5. You understand that when using the XMind Site, you will be exposed to Submissions from a variety of sources, and that XMind is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Submissions. You further understand and acknowledge that you may be exposed to Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against XMind with respect thereto, and agree to
You agree to defend, indemnify and hold XMind, its officers, directors, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Site.

6. Submitters understand and agree that third-party advertising, in any commercially reasonable format, may be made available to users of the Site, including in connection with uploaded Submissions. Submitters expressly agree that they shall not be entitled to any sharing or other compensation whatsoever for any revenue generated by or received by XMind for the display of any such advertisements.

WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, XMIND, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. XMIND MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. XMIND DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND XMIND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL XMIND, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT XMIND SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

INDEMNITY

You agree to defend, indemnify and hold harmless XMind, its parent corporation, officers, directors, employees and
agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Site.

ABILITY TO ACCEPT TERMS OF SERVICE

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Site is not intended for children under 13. If you are under 13 years of age, then please do not use the XMind website.

ASSIGNMENT

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be transferred or assigned by XMind without restriction.
- Support
  - Help Center
  - FAQ
  - Blog
  - User Forum
  - Social Network
  - Developer Forum