

Zingtree End User Terms

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Welcome to Zingtree! These terms of service ("**End User Terms**") cover your use and access to our services and websites ("**Services**"). Our [Privacy Policy](#) governs your use of the Services and explains how we collect, use, and share your information, and our [Acceptable Use Policy](#) outlines your responsibilities when using our Services. By using our Services, you're agreeing to be bound by these End User Terms, our [Acceptable Use Policy](#).

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE END USER TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND ZINGTREE THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. YOU FURTHER WAIVE YOUR RIGHT TO BRING CLAIMS AGAINST ZINGTREE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. PLEASE REVIEW CAREFULLY THE SECTION TITLED "RESOLVING DISPUTES" BELOW FOR DETAILS REGARDING ARBITRATION.

Your Materials & Your Permissions

Our Services may allow you to store or share data and content such as text, files, documents, graphics, images, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Services is referred to as ("**Your Materials**"). Your Materials are yours. These End User Terms don't give us any rights to Your Materials except for the limited rights that enable us to offer the Services.

We need your permission to do things like hosting Your Materials, backing it up, and sharing it when you ask us to. Our Services also provide you with features like commenting, sharing, searching, image thumbnails, document previews, optical character recognition (OCR), easy sorting and organization, and personalization to help reduce busywork. To provide these and other features, Zingtree accesses, stores, and scans Your Materials. By making any Your Materials available through the Services you hereby grant to Zingtree a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform Your Materials in connection with operating, providing and improving the Services. We may also may perpetually use, modify, and incorporate into its products and services, license and sublicense, any feedback, comments, or suggestions on the Services that you may send to us or post in Services ("**Feedback**") without any obligation to you. These rights extend to our affiliates and trusted third parties we work with.

You are responsible for Your Materials. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in Your Materials under these End User Terms. You represent and warrant that neither Your Materials, nor your use and provision of Your Materials to be made available through the Services, nor any use of Your Materials by Zingtree on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You can remove Your Materials by specifically deleting them. You should know that in certain instances, some of Your Materials may not be completely removed and copies of Your Materials may continue to exist on the Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of Your Materials.

We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

Your Responsibilities

Your use of our Services must comply with our [Acceptable Use Policy](#). Content in the Services may be protected by others' intellectual property rights. You may not copy, upload, download, or share content unless you have the right to do so.

Zingtree may review your conduct and content for compliance with these End User Terms and our [Acceptable Use Policy](#). We aren't responsible for Your Materials. You will comply with laws and regulations applicable to your use of

the Services. You represent and warrant that you have all necessary rights and consents to submit Your Materials to Services to be processed as provided hereunder. You must satisfy yourself that the Services are appropriate for its purposes, taking into account the nature of Your Materials. You may not: (a) sell, resell, or lease the Services or make them available to anyone other than authorized end users designated by your organization pursuant to the [Zingtree Terms and Conditions of Service](#) ("**Terms**"); (b) use the Services for activities where use of the Services could lead to physical damage, death, or personal injury; (c) reverse engineer the Services, or attempt or assist anyone else to do so, unless this restriction is prohibited by law; (d) use the Services, including the export or re-export of Your Materials, in violation of export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State; (e) violate or circumvent any service limits of the Services or otherwise configure the Services to avoid such service limits; or (f) establish a business account as an individual for personal, family, or household purposes.

Help us keep Your Materials protected. You must safeguard your password to the Services, and keep your account information current. You may not share your account credentials or give others access to your account.

You may use our Services only as permitted by applicable law and only if you are 18 years of age or older and capable of forming a binding contract with Zingtree.

You represent and warrant that you will not take any action that would cause Zingtree to violate laws implementing the EU General Data Protection Regulation (2016/679), the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, or any other applicable anti-bribery, anti-corruption, or anti-money laundering law.

Our Rights

The Services are protected by copyright, trademark, and other US and foreign laws. These End User Terms don't grant you any right, title, or interest in the Services, others' content in the Services, Zingtree trademarks, logos and other brand features. We welcome Feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. It is our policy to terminate in appropriate circumstances account holders who have been adjudicated as repeat infringers on the Services.

We accept proper notifications of claimed copyright infringements that comply with the appropriate subsection of 17 U.S.C. § 512 regarding material or information location tools residing on our Services. Please direct notifications of claimed copyright infringements to us at the address below:

Copyright Notifications

Copyright Agent

Zingtree Inc.

700 Larkspur Circle, Suite 199

Larkspur, CA, 94930

info@zingtree.com

888-454-7872

Administration of Your Account

If you sign up for a Zingtree account with an email address provisioned by your organization or under your organization's account or subscription, your organization may be able to block your use of Services.

Your use of the Services must be in compliance with your organization's terms and policies. Your administrators may be able to access, disclose, restrict, or remove information in or from your account.

Termination

You're free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services with notice to you if:

- you're in breach of these End User Terms, or
- your use of the Services could cause a real risk of harm or loss to us or other users.

We'll provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted us to

contact you and give you the opportunity to export Your Materials from our Services. If after such notice you fail to take the steps we ask of you, we'll terminate or suspend your access to the Services.

We won't provide notice before termination where:

- 1. you're in material breach of these End User Terms,
- 2. doing so would cause us legal liability or compromise our ability to provide the Services to our other users, or
- 3. we're prohibited from doing so by law.

Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: Your Materials & Your Permissions, our Rights, Termination, Services "AS IS", Indemnity, Limitation of Liability, Resolving Disputes, Controlling Law; Judicial Forum, Entire Agreement, and Waiver, Severability & Assignment.

Discontinuation of Services

We may decide to discontinue the Services in response to unforeseen circumstances beyond Zingtree's control or to comply with a legal requirement. If we do so, we'll give you reasonable prior notice so that you can export Your Materials from our systems.

Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, ZINGTREE AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER

EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY 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. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

Indemnity

You will indemnify and hold Zingtree and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) Your Materials, or (c) your violation of these End User Terms.

Limitation of Liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. IN JURISDICTIONS WHERE THE FOLLOWING 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.

IN JURISDICTIONS WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, ZINGTREE, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WON'T BE LIABLE FOR:

- 1. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR,
- 2. ANY LOSS OF USE, DATA, SAVINGS, BUSINESS, OR PROFITS, REVENUES, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND,

IN EACH CASE (i) AND (i), ARISING OUT OF OR IN CONNECTION WITH THESE END USER TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY WHETHER OR NOT ZINGTREE OR ANY OF ITS AFFILIATES OR SERVICE PROVIDERS HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

ZINGTREE AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF \$20 USD OR 100% OF ANY AMOUNT YOU'VE PAID UNDER YOUR CURRENT SERVICE PLAN WITH ZINGTREE.

Resolving Disputes

We want to address your concerns without needing a formal legal case. Before filing a claim against Zingtree, you agree to try to resolve the dispute informally by contacting dispute-notice@Zingtree.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within fifteen (15) days of submission, you or Zingtree may bring a formal proceeding.

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

- *1. Agreement to Arbitrate.* We each agree that any dispute, claim or controversy arising out of or relating to these End User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and Zingtree agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Zingtree are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these End User Terms.

- *2. Exceptions to Agreement to Arbitrate.* As limited exceptions to subsection (a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.
- *3. Arbitration Procedures.* The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.
- *4. Arbitration Fees and Incentives.* Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

- *5. Injunctive and Declaratory Relief.* Except as provided in subsection (b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- *6. NO CLASS ACTIONS.* YOU AND ZINGTREE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
- *7. Effect of Changes on Arbitration.* Notwithstanding the provisions of section titled "Modifications" below, if Zingtree changes any of the terms of this section titled "Resolving Disputes" after the date you most recently accepted these Terms, you may reject any such change by

sending us written notice (including by email to legal@zingtree.com within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Zingtree's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Zingtree in accordance with the terms of this section titled "Resolving Disputes" as of the date you most recently accepted these End User Terms.

- *8. Severability.* With the exception of any of the provisions in subsection (f) of this Section titled "Resolving Disputes" of End User Terms ("No Class Actions"), if an arbitrator or court of competent jurisdiction decides that any part of this Section titled "Resolving Disputes" is invalid or unenforceable, the other parts of these End User Terms will still apply. In the event an arbitrator or court of competent jurisdiction decides that any part of subsection (f) "No Class Actions" is invalid or unenforceable, this Section "Resolving Disputes" shall no longer apply.

Controlling Law; Judicial Forum

These End User Terms will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California law without regard to its conflicts of laws principles. Except as otherwise expressly set forth in section titled "Resolving Disputes," the exclusive jurisdiction for all Disputes that you and Zingtree are not required to arbitrate will be the state and federal courts located in San Francisco County, and you and Zingtree each consent to and waive any objection to jurisdiction and venue in such courts. However, some countries (including those in the European Union) have laws that require

agreements to be governed by the local laws of the consumer's country or give consumers the right to bring disputes in their local courts. This paragraph doesn't override those laws.

Entire Agreement

These End User Terms constitute the entire agreement between you and Zingtree with respect to the subject matter of these End User Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these End User Terms. However, in the event you are a party to the Terms, the Terms shall remain effective and govern in the event of a conflict between the Terms and these End User Terms. These End User Terms create no third party beneficiary rights.

Waiver, Severability & Assignment

Zingtree's failure to enforce a provision is not a waiver of its right to do so later. Subject to subsection (h) of the Section titled "Resolving Disputes," if a provision is found invalid or unenforceable, the remaining provisions of the End User Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these End User Terms, and any such attempt will be void. Zingtree may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications

We may revise these End User Terms from time to time to better reflect:

- 1. changes to the law,
- 2. new regulatory requirements, or
- 3. improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date through the Services or by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than thirty (30) days from when we notify you.

If you don't agree to the updates we make, please cancel your account before they become effective. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised End User Terms. . The only exception is for changes to the "Resolving Disputes" section, for which you have followed the process in subsection (g) therein.