

## Solo.io Website Terms of Use

We are Solo.io, Inc., doing business as Solo (“Solo,” “we,” “us,” or “our”), a company registered in the State of Delaware. We operate the website <https://solo.io> (the “Website”). These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and concerning your access to and use of the Website. You agree that by accessing or using the Website, you have read, understood, and agree to be bound by all of these Terms of Use. BY USING THE WEBSITE, YOU ARE IRREVOCABLY AGREEING TO ALL OF THESE TERMS AND CONDITIONS OF THE TERMS OF USE. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, YOU MAY NOT USE THE WEBSITE.

Supplemental terms and conditions or documents that may be posted on the Website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in Solo’s sole discretion, to make changes or modifications to these Terms of Use from time to time. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed as each time you access the Website, you will be subject to, and will be deemed to have been made aware of and to have accepted, the then applicable Terms of Use.

This Website is intended for business users who are at least 18 years old. If you are a parent or legal guardian who is registering for a child, you hereby agree to bind your child to the Terms of Use and to fully indemnify and hold harmless Solo if your child breaches or disaffirms any term or condition of the Terms of Use. If you are using this Website on behalf of an entity, you represent that you are authorized to legally bind such entity to the Terms of Use. If Solo believes that you do not meet any of these requirements Solo may immediately terminate your use of the Website. If you are under the age of 13 years old, you may not use the Website.

## SOFTWARE AND SERVICES

Your use of any software offered for download on the Website, and your access to and use of any services offered on the Website, are governed by the terms of the applicable end user license or customer or other agreement which accompanies or is included with the software or services. You will not install any software or use any services that are accompanied by or include such an agreement, unless you first agree to the terms of the applicable agreement. SOFTWARE AND SERVICES OFFERED THROUGH THIS WEBSITE ARE WARRANTED, IF AT ALL, IN ACCORDANCE WITH THE TERMS OF THE APPLICABLE AGREEMENT. EXCEPT AS SET FORTH IN THE APPLICABLE AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

## INTELLECTUAL PROPERTY RIGHTS

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## USER REPRESENTATIONS

By using the Website, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Website through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Website for any illegal or unauthorized purpose; and (7) your use of the Website will not violate any applicable law or regulation.

## PROHIBITED ACTIVITIES

You may not use the Website to post, transmit or link to: (i) any advertisement, promotional materials or solicitation related to any product or service that is competitive with Solo products or services; (ii) software or programs which contain any harmful code, including, but not limited to, viruses, worms, time bombs or Trojan horses; (iii) content that defames, abuses, harasses, stalks, threatens, or otherwise violates the legal rights (such as rights of privacy and publicity) of others; (iv) content that includes racially, ethnically, or otherwise offensive language; (v) content that discusses or incites illegal activity; or (vi) content that includes explicit/obscene language or solicit/post sexually explicit images (actual or simulated). In addition, you may not: (a) deploy to the Website any robot, spider, scraper, website search/retrieval application, or other application designed to retrieve, index, "data mine," information from the Website; (b) use the Website to disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation; (c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; (d) alter the opinions or comments posted by others on this Website; or (e) post anything on the Website that is contrary to our public image, goodwill or reputation.

This list of prohibitions provides examples and is not complete or exclusive. Solo reserves the right to (i) terminate access to your account and your ability to post to this Website and (ii) refuse, delete or remove any content; with or without cause and with or without notice, for any reason or no reason, or for any action that Solo determines to be inappropriate or disruptive to this Website or to any other user of this Website. Solo may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Solo's discretion, Solo will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Website.

#### FORUMS, COMMUNITY BOARDS AND LEARNING CENTER

We may host public message boards, chat rooms, blogs, and other interactive forums or services (each, a **"Forum"**) on the Website. Forums are intended to serve as discussion centers. Any user failing to comply with these Terms of Use or the forum rules may be expelled from and refused continued access to Forums. You acknowledge and agree that Forums are public spaces and that your participation in Forums creates no expectation of privacy. Further, you acknowledge that any personal information you communicate in Forums may be seen and used by others. We are not responsible for information that you or others choose to communicate in Forums, or for your actions or the actions of other users. Solo or its designated agents may remove or alter any information or content posted or otherwise disclosed in any Forum at any time for any reason. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON OR THROUGH THE WEBSITE, YOU DO SO AT YOUR OWN RISK.

#### THIRD-PARTY WEBSITES AND CONTENT

This Website may be linked to other websites that are not Solo websites (collectively, **"Third Party Sites"**). Any and all of the Third Party Sites may change from time to time. You acknowledge and agree that the Third Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than Solo, and you further acknowledge and agree that your use of such Third Party Sites is governed by the respective Third Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, user guides and privacy policies of any of Third Party Sites. Solo is providing links to the Third Party Sites to you as a convenience, and Solo does not verify, make any representations or take responsibility for such Third Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third Party Sites. YOU AGREE THAT SOLO WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD PARTY SITES AND/OR THIRD PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY. EXCEPT AS MAY BE OTHERWISE EXPRESSLY STATED IN WRITING, SOLO DOES NOT ENDORSE SUCH THIRD PARTY SITES OR ANY PRODUCTS OR SERVICES ASSOCIATED THEREWITH, AND YOU AGREE THAT SOLO HAS NO LIABILITY FOR ANY DAMAGES YOU MAY INCUR IN CONNECTION WITH THE USE OF ANY THIRD PARTY SITE.

#### PRIVACY NOTICE

We care about data privacy and security. Please review our [Privacy Policy](#) to understand our use of your personal information. You acknowledge that you have reviewed and understand our [Privacy Policy](#).

## DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY

### Notifications

We respect the intellectual property rights of others. If you believe that any material available on or through the software, services or the Website infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the software, services or the Website infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the software, services or the Website are covered by the Notification, a representative list of such works on the software, services or the Website; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

### Counter Notification

If you believe your own copyrighted material has been removed from the Website as a result of a mistake or misidentification, you may submit a written counter notification to our Designated Copyright Agent using the contact information provided below (a "Counter Notification"). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following: (1) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled; (2) a statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which we are located; (3) a statement that you will accept service of process from the party that filed the Notification or the party's agent; (4) your name, address, and telephone number; (5) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (6) your physical or electronic signature.

Designated Copyright Agent: [legal@solo.io](mailto:legal@solo.io)

### TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Website. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON IF WE REASONABLY CONSIDER THAT SUCH PERSON IS IN BREACH OF THESE TERMS OF USE, OR OF ANY APPLICABLE LAW OR REGULATION, INCLUDING WITHOUT LIMITATION BREACHES OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE.

WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION IF WE CONSIDER THAT YOU HAVE BREACHED, OR ARE LIKELY TO BREACH, ANY OF THE ABOVE.

### MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the Website from time to time to comply with new laws or regulations or to update our offerings.

### GOVERNING LAW

These Terms of Use are governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within the State of New York, without regard to its conflict of law principles.

#### WARRANTY DISCLAIMER

THE WEBSITE AND THE WEBSITE CONTENT ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND SOLO MAKES NO REPRESENTATION OR WARRANTY THAT THE WEBSITE OR THE WEBSITE CONTENT ARE COMPLETE, SUITABLE FOR YOUR PURPOSE, OR ACCURATE. ON BEHALF OF ITSELF AND ITS LICENSORS, SOLO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED, STATUTORY OR OTHER WARRANTIES WITH RESPECT TO THE WEBSITE AND THE WEBSITE CONTENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO RESULTS OBTAINED THROUGH USE OF THE WEBSITE AND/OR THE WEBSITE CONTENT RESTS WITH YOU. SOLO MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABILITY OF THE WEBSITE WILL BE UNINTERRUPTED, OR THAT THE WEBSITE AND/OR THE WEBSITE CONTENT WILL BE ERROR FREE OR SECURE.

#### LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT SOLO SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF OR CONNECTED TO YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR STATUTORY DAMAGES, INCLUDING ANY LOSS OF BUSINESS, LOSS OR PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR ANY COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF SOLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH DAMAGES ARE SOUGHT, WHETHER IN BREACH OF CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. The foregoing limitations of liability do not limit the liability of Solo arising from gross negligence or willful intent, to the extent such damages may not be excluded or limited under applicable law.

#### FEEDBACK

If you send or transmit any communications, comments, questions, suggestions, or related materials to Solo, whether by letter, email, telephone, or otherwise (collectively, "**Feedback**"), suggesting or recommending changes to the Website, Website content or any services offered through the Website, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby grant to Solo a royalty-free, worldwide, transferable, irrevocable, perpetual license, including the right to grant and authorize sublicenses, to use or incorporate into the Website and/or any products or services any and all Feedback. For the avoidance of doubt, Solo shall be free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, importing, having imported, licensing, marketing, distributing, reproducing, and selling, directly or indirectly, products and services using such Feedback, and otherwise exploiting in any manner such Feedback. You understand and agree that Solo is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

#### EXPORT CONTROL

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#### ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Website, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email or through the Website, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

#### CONTACT US

In order to resolve a complaint regarding the Website or to receive further information, please contact us at: [info@solo.io](mailto:info@solo.io).