

## Usermost Website Terms and Conditions

Effective from June 01, 2023

Please read on to learn the rules and restrictions that govern your use of our website(s) and other websites and applications where these Terms and Conditions (the “**Terms**”) appear or are linked and that are owned or operated by or on behalf of Usermost or any of its services (the “**Services**”). If you have any questions, comments, or concerns regarding these Terms or the Services, please contact us at: [info@usermost.com](mailto:info@usermost.com)

These Terms are a binding contract between you and Usermost (“**we**,” “**our**”, and “**us**”). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the Privacy Policy.

Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions (“Additional Terms”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these additional terms.

**Please read these Terms carefully.** They cover important information about Services provided to you and any charges, taxes, and fees we bill you. These Terms include information about future changes to these Terms, limitations of liability, a class action waiver and resolution of disputes by arbitration instead of in court. **PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.**

### **Will these Terms ever change?**

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change the Terms at any time, but if we do make any material changes to these Terms, we will place a notice on our site located at <https://Usermost.com> or notify you by some other means. Notice of immaterial changes may be given by any means, including via posting of the updated version of these Terms.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

#### **What about my privacy?**

Usermost takes the privacy of its users very seriously. For the current Usermost Privacy Policy, please visit: <https://Usermost.com/>

#### **Children's Online Privacy Protection**

Online service providers should obtain parental consent before they knowingly collect personally identifiable information online from children who are under 16 years of age. We do not knowingly collect or solicit personally identifiable information from children under 16 years of age; if you are a child under 16 years of age, please do not attempt to register for or otherwise use the Services or send us any personal information. If we learn we have collected personal information from a child under 16 years of age, we will delete that information as quickly as possible.

#### **What are the basics of using Usermost?**

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and have gotten your parent or guardian to agree to these Terms on your behalf).

You will only use the Services for your own personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

#### **What about messaging?**

As part of the Services, you may receive communications through the Services, including messages that Usermost sends you (for example, via email).

### **Are the restrictions in how I can use the Services?**

You represent, warrant, and agree that you will not use or interact with any Content (as defined below) or Services in a manner that:

- (a) infringes or violates the intellectual property rights or any other rights of anyone else (including Usermost);
- (b) violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Usermost;
- (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (e) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (f) runs Mailing list, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (g) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (h) copies or stores any significant portion of the Content; or
- (i) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

### **What are my rights in the Services?**

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth (all of the foregoing, the "**Content**") are protected by copyright and/or other intellectual property laws. Except as expressly permitted herein, you shall not

use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content.

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that Usermost owns the Services and Content. Except as expressly permitted herein, you won't modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

**Who is responsible for what I see and do on the Services?**

You hereby agree that you access, view and use all Content and Services at your own risk, and we aren't liable for any errors or omissions in the Content or Services or for any damages or loss you might suffer in connection with any of the foregoing. The Services may contain links or connections to third-party websites or services that are not owned or controlled by Usermost. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Usermost is not responsible for such risks.

Usermost has no control over, and assumes no responsibility for the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Usermost will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or

service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Usermost shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site or Services, or between users and any third party, you agree that Usermost is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Usermost, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

#### **Will Usermost ever change the Services?**

We're always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if Usermost alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

#### **What if I want to stop using the Services?**

You're free to do that at any time; please refer to our [Privacy Policy](#), to understand how we treat information you provide to us after you have stopped using our Services. Usermost is also free to terminate (or suspend access to) your use of the Services for any reason in our discretion, including your breach of these Terms. Usermost has the

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sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

If you have any questions or need further information about our Privacy Policy practices, please contact us at [info@usermost.com](mailto:info@usermost.com).