

Viablengrid Terms of Use

Last Updated: 16 December 2018

Welcome to our website at <http://www.viablengrid.com/>(the “**Site**”). These Terms of Use are a legally binding contract between you and Viablengrid Inc. (“**Viablengrid**” or “**we**”) regarding your use of the Site. Please read these Terms carefully.

BY CLICKING “I ACCEPT,” OR BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE VIABLEGRID PRIVACY POLICY (TOGETHER, THE “**TERMS**”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Site.

- 1. Prohibited Conduct.** You agree not to (a) use the Site for any commercial purpose (unless you have entered into a separate agreement with Viablengrid expressly permitting commercial use); (b) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or falsifying your age or date of birth; (c) use the Site, intentionally or unintentionally, for any illegal purpose or in violation of any local, state, national, or international law; (d) violate, or encourage others to violate, any right of a third party; (e) access, monitor, or copy any content or information on the Site using any robot, spider, scraper, or other automated means or any manual process, including phishing, for any purpose without our express written permission; (f) violate the restrictions in any robot exclusion headers on the Site or bypass or circumvent other measures employed to prevent or limit access to the Site; (g) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (h) “frame,” “mirror,” or otherwise incorporate any part of the Site into any other website without our prior written authorization; (i) interfere with security-related features of the Site, including by reverse engineering or otherwise attempting to discover the source code of any portion of the Site except to the extent that the activity is expressly permitted by applicable law; (j) interfere with the operation of the Site including by interfering with or disrupting any network, equipment, or server connected to or used to provide the Site, or violating any regulation, policy, or procedure of any such network, equipment, or server; or (k) attempt to do any of the acts described in this Section 1, or assist or permit any person in engaging in any of the acts described in this Section 1.
- 2. Discontinuation and Modification of the Site.** Viablengrid reserves the right to modify, discontinue, and restrict, temporarily or permanently, all or part of the Site

without notice in our sole discretion. Neither we nor our suppliers or licensors will be liable to you or to any third party for any modification, discontinuance, or restriction of the Site.

3. **Termination of Use.** If you violate any provision of these Terms, your permission from us to use the Site will terminate automatically. Notwithstanding any provision of these Terms, we reserve the right, without notice and in our sole discretion, to block, restrict, and prevent your future access to, and use of, the Site.
4. **Privacy Policy.** We may collect information about you through the Site. Please read the Viablegrid Privacy Policy carefully for information relating to our collection, use, storage and disclosure of your personal information. The Viablegrid Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
5. **SDK Terms.** Your use of our SDK is governed by our Software Development Kit License Agreement, and is subject to you paying all applicable fees.
6. **Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you may be required to accept the modified Terms in order to continue to use the Site or certain features of the Site. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
7. **Feedback.** Any materials, including but not limited to comments, suggestions, ideas, or other information, provided by you in the form of email or other submissions to us (collectively "**Feedback**"), are non-confidential and you hereby grant to us and our subsidiaries and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use your Feedback for any purpose without compensation or attribution to you.
8. **Ownership; Proprietary Rights.** We, our affiliates, and our suppliers, partners and licensors own all right, title, and interest, including all intellectual property rights, in and to the Site. Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you.
9. **Trademarks.** Viablegrid, the Viablegrid logo, and any other product or service name or slogan contained on the Site are trademarks or registered trademarks of Viablegrid and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the applicable trademark holder. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Site are the property of their respective owners. Reference to any

products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa.

10. **Third Party Content.** The Site may contain links to Web pages and content of third parties ("**Third-Party Content**") as a service to those interested in this information. We do not monitor, endorse, or adopt, or have any control over, any Third-Party Content. We undertake no responsibility to update or review any Third-Party Content and can make no guarantee as to its accuracy or completeness. Additionally, if you follow a link or otherwise navigate away from the Site, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content provider to which you navigate from the Site. You access and use Third-Party Content at your own risk. The Site may contain advertisements and promotions from third parties. Your business dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

11. **Digital Millennium Copyright Act.** We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints with respect to material posted on the Service, you may contact our Designated Agent at the following address:

Viablegrid Inc.

ATTN: Legal Department (Copyright Notification)

Viablegrid Inc.

2035 Sunset Lake
Road, Suite B-2
Newark DE 19702
County of New Castle
United States of America
Email: copyright@viablegrid.com

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of the material that you claim is infringing and where it is located on the Service; (d) your address, telephone number, and

email address; (e) a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Viablegrid will promptly terminate the accounts of users that are determined by Viablegrid to be repeat infringers.

12. Disclaimers; No Warranties

YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT ACCESSIBLE THROUGH THE SITE AND YOUR INTERACTIONS AND DEALINGS WITH ANYONE RESULTING FROM YOUR USE OF THE SITE, IS AT YOUR SOLE RISK. THE SITE, AND ALL CONTENT AVAILABLE ON AND THROUGH THE SERVICE ARE PROVIDED ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS. VIABLEGRID AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET-ENJOYMENT AND NON-INFRINGEMENT, AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. VIABLEGRID DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SITE OR YOUR ACCESS TO ANY CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU IN CONNECTION WITH THE SITE WILL CREATE ANY WARRANTY REGARDING VIABLEGRID OR THE SITE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. VIABLEGRID DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, ARE SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

WITHOUT LIMITING THIS SECTION, VIABLEGRID MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, OR USEFULNESS OF ANY INFORMATION CONTAINED OR OBTAINED IN CONNECTION WITH THE SITE. TECHNOLOGY CHANGES FREQUENTLY AND THEREFORE INFORMATION OBTAINED IN CONNECTION WITH THE SITE MAY BE OUTDATED, INCOMPLETE OR INCORRECT. VIABLEGRID DOES NOT ASSUME ANY RISK WHATSOEVER FOR YOUR USE OF THE SITE OR INFORMATION OBTAINED IN CONNECTION WITH THE SITE.

YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SITE AND ANY MATERIALS OR CONTENT MADE AVAILABLE IN CONNECTION WITH THE SITE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SITE, AND USE, ACCESS, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SITE AND ANY ASSOCIATED SITES OR SITES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SITE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SITE OR THE DOWNLOAD OR USE OF MATERIAL OR CONTENT.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

13. Limitation of Liability

NEITHER VIABLEGRID NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF VIABLEGRID OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE MAXIMUM TOTAL LIABILITY OF VIABLEGRID AND ITS SUPPLIERS AND LICENSORS TO YOU FOR ALL CLAIMS UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$100. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Viablegrid agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within California for the purpose of litigating any dispute. We make no representation that materials included in the Site are appropriate or available for use in other locations.

15. **General.** These Terms, together with the Privacy Policy are the entire and exclusive understanding and agreement between you and Viablegrid regarding your use of the Site. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 7, 8, and 12 through 16 along with the Privacy Policy will survive.

16. **Questions & Contact Information.** If you have any questions or concerns about the Site, or these Terms, you may email us at info@viablegrid.com or write us at:

Viablegrid Inc.

2035 Sunset Lake

Road, Suite B-2

Newark DE 19702

County of New Castle

United States of America

17. **Notice to California Residents.** If you are a California resident, California Civil Code Section 1789.3 allows you to contact the Complaint Assistance Unit of the Division of Consumer Sites of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210, in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.