

**Terms of Service**  
**Last Updated: December 11, 2020**

Please read these Terms of Service (the “**Terms**”) and our [Privacy Policy](#) (“**Privacy Policy**”) carefully because they govern the use by Customer and its Authorized Users and other Users of the website located at quipr.io (the “**Site**”) and the services accessible via the Site and corresponding mobile application (“**App**”) offered by Quipr Inc. (“**Quipr**”, “**we**”, or “**us**”). To make these Terms easier to read, the Site, our services and App are collectively called the “**Services**.” The company or legal entity that uses the Services is referred to as the “**Customer**” and the Customer’s employees and other designees for use of the Services are referred to as “**Authorized Users**”. Any user who accesses the Services who is not an Authorized User is a “**User**”.

**1. Agreement to Terms.** By using our Services, all users agree to be bound by these Terms. If an Authorized User is accessing and using the Services on behalf of a Customer, Customer represents and warrants that Customer has (and will have) the authority to bind that Authorized User to these Terms and takes full responsibility if Authorized Users violate these Terms.

**2. Privacy Policy.** Please review our Privacy Policy, which also governs use of the Services, for information on how we collect, use and share your information.

**3. Changes to these Terms or the Services.** We may update the Terms from time to time in our sole discretion. If we do, we’ll let Customer know by posting the updated Terms on the Site, to the App and/or may also send other communications. It’s important that Customer reviews the Terms whenever we update them. If Customer continues to use the Services after we have posted updated Terms, it means that Customer accepts and agrees to the changes. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

**4. Who May Use the Services?** Users and Authorized Users may use the Services only if they are 18 years or older and not otherwise barred from using the Services under applicable law.

**5. One-Time Payments and Subscriptions.** Quipr may require payment of a fee for use of the Services (or certain portions thereof) and Customer agrees to pay such fees, if applicable. Any payment requirement will be communicated by Quipr before such payment requirement is effective. Customers have the option of making a one-time payment (“**One-Time Payment**”) or purchasing a subscription (“**Subscription**”) for such use.

**(a) General.** Whether Customer makes a One-Time Payment or purchase a Subscription (each, a “**Transaction**”), Customer expressly authorizes us (or our third-party payment processor) to charge Customer for such Transaction. We may ask Customer to supply additional information relevant to Customer Transaction, including Customer credit card number, the expiration date of Customer credit card and Customer email and postal addresses for billing and notification (such information, “**Payment Information**”). Customer represents and warrants that Customer has the legal right to use all payment method(s) represented by any such Payment Information. When Customer initiates a Transaction, Customer authorizes us to provide Customer Payment Information to third parties so we can complete Customer Transaction and to charge Customer payment method for the type of Transaction Customer has selected (plus any applicable taxes and other charges). Customer may need to provide additional information to verify Customer identity before completing Customer Transaction

(such information is included within the definition of Payment Information). By initiating a Transaction, Customer agrees to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to Customer. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars.

**(b) Subscriptions.** If Customer purchases a Subscription, Customer will be charged the annual Subscription fee, plus any applicable taxes, and other charges (“**Subscription Fee**”), at the beginning of Customer’s Subscription and each year thereafter, at the then-current Subscription Fee. BY PURCHASING A SUBSCRIPTION, CUSTOMER AUTHORIZES QUIPR TO INITIATE RECURRING NON-REFUNDABLE PAYMENTS AS SET FORTH BELOW. If Customer purchases a Subscription, we (or our third-party payment processor) will automatically charge Customer each year on the anniversary of the commencement of Customer’s Subscription, using the Payment Information Customer has provided until Customer cancels Subscription. No less than thirty (30) days and no more than sixty (60) days before Customer Subscription term ends, or otherwise in accordance with applicable law, Quipr will send Customer a reminder with the then-current Subscription Fee. By agreeing to these Terms and electing to purchase a Subscription, Customer acknowledges that Customer’s Subscription has recurring payment features and Customer accepts responsibility for all recurring payment obligations prior to cancellation of Subscription by Customer or Quipr. Customer’s Subscription continues until cancelled by Customer or we terminate Customer’s access to or use of the Services or Subscription in accordance with these Terms.

**(c) Cancelling One-Time Payment or Subscription.** Customer may cancel a Transaction for a full refund within ten (10) calendar days of Customer’s initial purchase. AFTER THAT, CUSTOMER’S PURCHASE IS FINAL AND CUSTOMER WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF CUSTOMER’S ONE-TIME PAYMENT OR SUBSCRIPTION FEE AT ANY TIME. But if something unexpected happens in the course of completing a Transaction, we reserve the right to cancel Customer’s Transaction for any reason; if we cancel Customer’s Transaction we’ll refund any payment Customer has already remitted to us for such Transaction. Without limiting the foregoing, Customer may cancel Subscription at any time, but please note that such cancellation will be effective at the end of the then-current Subscription period. EXCEPT AS SET FORTH ABOVE WITH RESPECT TO CUSTOMER’S INITIAL SUBSCRIPTION PURCHASE, CUSTOMER WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, Customer can send an email to hi@quipr.io. Customer will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If Customer cancels, Customer’s right to use the Services will continue until the end of Customer’s then current Subscription period and will then terminate without further charges.

## **6. Customer Content.**

**(a) Posting Content.** Our Services may allow Customer, and Authorized Users to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that Customer or its Authorized Users post or otherwise makes available through the Services is referred to as “**Customer Content**”. Quipr does not claim any ownership rights in any Customer Content and

nothing in these Terms will be deemed to restrict any rights that Customer may have to your Customer Content.

**(b)** Permissions to Your Customer Content. By making any Customer Content available through the Services Customer hereby grants to Quipr a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify (for formatting purposes only), distribute, publicly display, and publicly perform your Customer Content in connection with operating and providing the Services.

**(c)** Your Responsibility for Customer Content. Customer is solely responsible for all Customer Content. Customer represents and warrant that Customer has (and will have) all rights that are necessary to grant us the license rights in your Customer Content under these Terms. Customer represents and warrants that neither your Customer Content, nor Customer's use and provision of your Customer Content to be made available through the Services, nor any use of your Customer Content by Quipr 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.

**(d)** Removal of Customer Content. Customer can remove Customer Content by specifically deleting it. Customer should know that in certain instances, some of your Customer Content (such as posts or comments Customer makes) may not be completely removed and copies of your Customer Content 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 Customer Content.

**(e)** Quipr's Intellectual Property. We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

## **7. Rights and Terms for Apps.**

**(a)** App License. Quipr grants to Customer, Authorized Users, and Users a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install the App on Customer's personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App. Except as expressly permitted in these Terms, Customer may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

**(b)** Additional Information: Apple App Store. This Section 7(b) applies to any App acquired from the Apple App Store or used on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, Customer and Users may notify Apple, and Apple will refund the App purchase price to Customer or User (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by Customer, User or any third party relating to the App or Customer's or User's possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims

arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that Customer's or User's possession and use of the App infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against as a third-party beneficiary thereof. Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties. Customer must also comply with any applicable third-party terms of service when using the App.

**8. General Prohibitions and Quipr's Enforcement Rights.** Customers, Authorized Users, and Users agree not to do any of the following:

- (a) Post, upload, publish, submit or transmit any Customer Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- (b) Use, display, mirror or frame the Services or any individual element within the Services, Quipr's name, any Quipr trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Quipr's express written consent;
- (c) Access, tamper with, or use non-public areas of the Services, Quipr's computer systems, or the technical delivery systems of Quipr's providers;
- (d) Attempt to probe, scan or test the vulnerability of any Quipr system or network or breach any security or authentication measures;
- (e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Quipr or any of Quipr's providers or any other third party (including another user) to protect the Services;
- (f) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Quipr or other generally available third-party web browsers;
- (g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (h) Use any meta tags or other hidden text or metadata utilizing a Quipr trademark, logo URL or product name without Quipr's express written consent;

- (i) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (j) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- (k) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- (l) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (m) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (n) Impersonate or misrepresent Customer's affiliation with any person or entity;
- (o) Violate any applicable law or regulation; or
- (p) Encourage or enable any other individual to do any of the foregoing.

Quipr is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including Customer Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**9. DMCA/Copyright Policy.** Quipr respects copyright law and expects its users to do the same. It is Quipr's policy to terminate in appropriate circumstances account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see [Quipr's Copyright Policy](#), for further information.

**10. Links to Third Party Websites or Resources.** The Services (including the App) may allow Customer, Authorized Users, and Users to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. Customer acknowledges sole responsibility for and assumes all risk arising from, Customer's use of any third-party resources.

**11. Termination.** We may suspend or terminate access to and use of the Services, including suspending access to or terminating user accounts, at our sole discretion, at any time and without notice. Customer may cancel Customer's account at any time by sending us an email at hi@quipr.io. Upon any termination, discontinuation or cancellation of the Services or Customer's account, the following Sections will survive: 5(a), 5(b), 5(c) (only for payments due and owing to Quipr prior to the termination), 6(b), 6(c), 6(e), 8, 11, 3, 3, 4, 5, and 6.

**12. Warranty Disclaimers.** THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED 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 Customer’s 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.

**13. Indemnity.**

(a) Customer will indemnify and hold Quipr 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) access to or use of the Services by Customer and its Authorized Users, (b) your Customer Content, or (c) Customer violation of these Terms.

(b) Users will indemnify and hold Quipr 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) access to or use of the Services by Users, or (b) violation of these Terms.

**14. Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER QUIPR NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE 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, AND WHETHER OR NOT QUIPR OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL QUIPR’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS CUSTOMER HAS PAID OR ARE PAYABLE BY CUSTOMER TO QUIPR FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO QUIPR, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN QUIPR AND CUSTOMER.

**15. Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of the State of California, without regard to its conflict of law's provisions. the exclusive jurisdiction for all disputes that Customer, Authorized Users, Users, and Quipr may have under these Terms will be the state and federal courts located in the Santa Clara County, and Customer and Quipr each waive any objection to jurisdiction and venue in such courts.

**16. General Terms.**

(a) Reservation of Rights. Quipr and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. Customer acknowledges that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Quipr and Customer regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Quipr and Customer regarding the Services. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Customer may not assign or transfer these Terms, by operation of law or otherwise, without Quipr's prior written consent. Any attempt by Customer to assign or transfer these Terms, without such consent, will be null. Quipr may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. Any notices or other communications provided by Quipr under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. Quipr's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Quipr. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**17. Contact Information.** If you have any questions about these Terms or the Services, please contact Quipr using our contact page on our site at [quipr.io/contact](http://quipr.io/contact).