

## Terms Of Service

Effective from November 4, 2016.

IF YOU HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT WITH GRIDLASTIC LLC FOR USE OF GRIDLASTIC PRODUCTS OR SERVICES, THE TERMS AND CONDITIONS OF SUCH OTHER AGREEMENT SHALL PREVAIL OVER ANY CONFLICTING TERMS OR CONDITIONS IN THIS AGREEMENT.

IF YOU WISH TO USE THE GRIDLASTIC PRODUCTS OR SERVICES AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT. THE LICENSES GRANTED AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

### 1. Your agreement with Gridlastic

1.1. Your use of the Gridlastic (the "Service") is governed by this agreement (the "Terms"). "Gridlastic" means Gridlastic LLC, and its subsidiaries or affiliates involved in providing the Service.

1.2. In order to use the Service, you must first agree to the Terms. You understand and agree that Gridlastic will treat your use of the Service as acceptance of the Terms from that point onwards.

1.3. You may not use the Service if you are a person barred from receiving the Service under the laws of the United States or other countries including the country in which you are resident or from which you use the Service.

### 2. Your Account and Use of the Service

2.1. You must provide accurate and complete registration information any time you register to use the Service. You are responsible for the security of your passwords and for any use of your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Gridlastic immediately.

2.2. You may neither share nor re-sell your Gridlastic account to 3rd parties.

2.3. Your use of the Service must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software.

2.4. You agree not to engage in any activity that interferes with or disrupts the Service (or the servers and networks which are connected to the Service).

### 3. Service Policies and Privacy

The Service shall be subject to the privacy policy for the Service available at <http://www.gridlastic.com/privacy.html> . You agree to the use of your data in accordance with "Gridlastic" privacy policies.

### 4. Payment and Cancellation of service

4.1. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, or refunds for months unused with an open account.

4.2. Any overuse of monthly credits quota will be billed at the end of your billing period if the total overuse credits is less than 50% of your monthly quota, otherwise you will be billed for overuse credits on a daily basis.

4.3. You are solely responsible for properly canceling your Gridlastic subscription. An email request or support ticket asking for your subscription to be cancelled is not considered cancellation. You may cancel your subscription at any time by visiting the subscription section of your Gridlastic service.

4.4. If you cancel the Service before the end of your current paid up month, your account will remain active until the next due date. After the due date, if no payment received, your account will be disabled and any running grid instances will be terminated.

4.5. You are required to pay any sales, use GST, value-added withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Gridlastic.

## 5. Proprietary Rights

5.1. You acknowledge and agree that Gridlastic (or Gridlastic's licensors) own all legal right, title and interest in and to the Service, including any intellectual property rights which subsist in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

5.2. Unless you have agreed otherwise in writing with Gridlastic, nothing in the Terms gives you a right to use any of Gridlastic's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

5.3. Except as provided in Section 7, Gridlastic acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content or the Application that you create, submit, post, transmit or display on, or through, the Service, including any intellectual property rights which subsist in that Content and the Application (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Gridlastic, you agree that you are responsible for protecting and enforcing those rights and that Gridlastic has no obligation to do so on your behalf.

## 6. License from Gridlastic and Restrictions

6.1. Gridlastic gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Gridlastic as part of the Service as provided to you by Gridlastic. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by Gridlastic, in the manner permitted by the Terms.

6.2. Gridlastic uses Amazon Web Services. You agree to uphold Amazon Web Services License Agreement to whatever extent it applies to your usage of Amazon and Gridlastic.

## 7. License from You

7.1. License by You to Host Your Data and Applications. You grant Us and Our Affiliates a worldwide, non-transferable, limited-term license to host, copy, transmit and display Your Data, as necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data or any Non-Gridlastic.com Application or program code.

## 8. Software Updates

The Software which you use may be upgraded with new features and tools from time to time by Gridlastic. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Gridlastic to deliver these to you) as part of your use of the Service.

## 9. Modification and Termination of the Service

9.1. Gridlastic is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Service which Gridlastic provides may change from time to time without prior notice to you.

9.2. You may discontinue your use of the Service at any time. Gridlastic may, at any time, terminate your use of the Service if (A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms) or (B) Gridlastic is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful). Further, Gridlastic may terminate your use of the Service for any reason with thirty (30) days prior notice by sending an email to the latest email address given to us.

9.3. Upon any termination of the Service, these Terms will also terminate, but Section 14.7 shall continue to be effective after these Terms are terminated.

9.4. Termination for Inactivity. Gridlastic reserves the right to terminate the Service for inactivity for customers with free plans, if, for a period exceeding thirty days, the customer has failed to access the Service Dashboard.

## 10. EXCLUSION OF WARRANTIES

10.1. NOTHING IN THESE TERMS, INCLUDING SECTIONS 10 AND 12, SHALL EXCLUDE OR LIMIT GRIDLASTIC'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

10.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE".

10.3. GRIDLASTIC, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICE INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRIDLASTIC, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE SERVICE WILL BE ACCURATE.

#### 11. LIMITATION OF LIABILITY

11.1. SUBJECT TO SECTION 10.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT GRIDLASTIC, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

11.2. THE LIMITATIONS ON GRIDLASTIC'S LIABILITY TO YOU IN PARAGRAPH 10.1 ABOVE SHALL APPLY WHETHER OR NOT GRIDLASTIC HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

#### 12. Indemnification

12.1. You agree to hold harmless and indemnify Gridlastic, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively "Gridlastic and Partners") from and against any third party claim arising from or in any way related to (a) your breach of the Terms, (b) your use of the Service, (c) your violation of applicable laws, rules or regulations in connection with the Service, or (d) your Content or your Application, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorney's fees, of every kind and nature. In such a case, Gridlastic will provide you with written notice of such claim, suit or action.

12.2. Indemnification for Infringement. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of Content or a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify and hold harmless You from any expenses, damages, reasonable attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. In addition to the foregoing, if We receive information about an infringement or misappropriation claim related to the Content or a Service, We may in Our discretion and at no cost to You (i) modify the Content or Service so that it no longer infringes or misappropriates, without breaching Our warranties, (ii) obtain a license for Your continued use of that the Content or Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Content or Service upon thirty (30) days' written notice and provide You a pro rata refund of any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from a Non-Gridlastic.com Application or Your breach of this Agreement.

#### 13. Changes to the Terms

13.1. Gridlastic may make changes to the Terms from time to time. When these changes are made, Gridlastic will make a new copy of the Terms available at <http://www.gridlastic.com/tos.html>.

13.2. You understand and agree that if you use the Service after the date on which the Terms have changed, Gridlastic will treat your use as acceptance of the updated Terms.

#### 14. General Legal Terms

14.1. The Terms constitute the whole legal agreement between you and Gridlastic and govern your use of the Service (but excluding any services which Gridlastic may provide to you under a separate written agreement), and completely replace any prior agreements between you and Gridlastic in relation to the Service.

Product ID  
Product Code  
ASIN  
Acct Subscriptions  
Acct Activ  
Vendor ID

14.2. There are no third party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms creates an agency, partnership or joint venture.

14.3. If Gridlastic provides you with a translation of the English language version of these Terms, the English language version of these Terms will control if there is any conflict.

14.4. You agree that Gridlastic may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Service.

14.5. You agree that if Gridlastic does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Gridlastic has the benefit of under any applicable law), this will not be taken to be a formal waiver of Gridlastic's rights and that those rights or remedies will still be available to Gridlastic.

14.6. Gridlastic shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

14.7. The Terms, and your relationship with Gridlastic under the Terms, shall be governed by the laws of the State of Nevada without regard to its conflict of laws provisions. You and Gridlastic agree to submit to the exclusive jurisdiction of the courts located in Reno, Nevada, United States of America to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Gridlastic shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## 15. Confidentiality

15.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes, without limitation, Your Data; Our Confidential Information includes, without limitation, the Services and Content; and Confidential Information of each party includes, without limitation, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Notwithstanding the foregoing, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

15.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

15.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

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Product Code

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Bundle IDs