

Terms of Services

Effective date: January 10th, 2024

Welcome to Natoma's website. Please read on to learn the rules and restrictions that govern your use of our website. If you have any questions, comments, or concerns regarding these terms or our website, please contact us at:

Name: Natoma Labs, Inc.

Email: support@natoma.id

Phone: (408) 320-5402

Address: P.O. Box 3939, 1525 Miramonte Avenue, Los Altos, CA-94024-9998

These Terms of Use (the "Terms") are a binding contract between you and NATOMA LABS, INC. ("Natoma," "we" and "us"). Your use of our website in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use our website. These Terms include the provisions in this document as well as those in the Privacy Policy (<https://www.natoma.id/privacy-policy>).

Please read these Terms carefully. They cover important information about our website. **PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR WEBSITE ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS OUR WEBSITE IN ANY MANNER.**

Will these Terms ever change?

We are constantly trying to improve our website, so these Terms may need to change along with our website. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site located at www.natoma.id, send you an email, and/or notify you by some other means.

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 our website. If you use our website 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?

Natoma takes the privacy of its users very seriously. For the current Natoma Privacy Policy, please click here (<https://www.natoma.id/privacy-policy>).

Children's Online Privacy Protection Act

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 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 our website 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. If you believe that a child under 16 years of age may have provided us personal information, please contact us at privacy@natoma.id.

What are the basics of using Natoma?

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 our website and have gotten your parent or guardian to agree to these Terms on your behalf).

You will only use our website in a manner that complies with all laws that apply to you. If your use of our website is prohibited by applicable laws, then you aren't authorized to use our website. We can't and won't be responsible for your using our website in a way that breaks the law.

What about messaging?

As part of our website, you may receive communications from us, including messages that Natoma sends you (for example, via email).

Are there restrictions in how I can use the website?

You represent, warrant, and agree that you will not provide or contribute anything, including any Content (as that term is defined below), to our website, or otherwise use or interact with our website, in a manner that:

1. infringes or violates the intellectual property rights or any other rights of anyone else (including Natoma);
2. violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Natoma;
3. is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. attempts, in any manner, to obtain security information from any other user;

5. violates the security of any computer network, or cracks any passwords or security encryption codes;
6. runs Maillist, Listserv, any form of auto-responder or “spam” on our website, or that otherwise interfere with the proper working of our website (including by placing an unreasonable load on the website’s infrastructure);
7. “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to our website or Content (through use of manual or automated means);
8. copies or stores any significant portion of the Content; or
9. decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to our website.

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

What are my rights in the website?

The materials displayed or performed or available on or through our website, 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. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through our website, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Natoma’s) rights.

Subject to these Terms, we grant each user of our website 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 our website. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using our website is expressly prohibited without prior written permission from us. You understand that Natoma owns our website. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of our website. Our website 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.

What else do I need to know?

Warranty Disclaimer. Neither Natoma nor its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, or any of their respective successors and assigns (Natoma and all such parties together, the “Natoma Parties”) make any representations or warranties concerning our website or any subject matter hereof, including without limitation regarding any content, services or products contained in or accessed through our website. NATOMA FOR ITSELF AND THE NATOMA PARTIES DISCLAIMS ALL WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT,. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE NATOMA PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF ONE-HUNDRED (\$100) DOLLARS, OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Security and Confidentiality. Throughout the term of the Agreement and at all times while Customer Confidential Information is in the possession or under the control of Natoma, Natoma shall establish and maintain a comprehensive written data security program that includes administrative, technical and physical policies, procedures and safeguards for the protection of Customer Confidential Information. Natoma’s data security program shall be designed specifically to (1) ensure the security, integrity, availability and confidentiality of Customers Confidential Information, (2) protect against any anticipated threats or hazards to the security or integrity of Customer’s Confidential Information, and (3) protect against the destruction, loss, unauthorized access to or alteration of Customer’s Confidential Information. At Customer’s request, and if available, Natoma shall provide a copy of its then current SOC 2 report, or substantially equivalent evidence of its data security program.

Each party (a “Receiving Party”) may receive Confidential Information from the other party (a “Disclosing Party”) in connection with this Agreement. Confidential Information includes, without limitation, Software as well as Customer Content to the extent not de-identified in accordance with any relevant data privacy laws. Neither party will disclose Confidential Information to any third party, other than to its employees or contractors with a need to know such information for a party to fulfill its obligations under this Agreement, without the express written consent of the other party, nor will a party make use of any Confidential Information other than in the performance of rights or obligations under this Agreement. Each party will use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

Service Availability. Natoma shall use commercially reasonable efforts to ensure that the Natoma Service is available and operational at least 99.5% of the time during any calendar month, excluding scheduled maintenance and any downtime caused by circumstances beyond Natoma’s reasonable control. Natoma will make reasonable efforts to schedule maintenance during non-peak hours and to provide advance notice to the Customer. Natoma shall not be liable for any unavailability or performance degradation of the Service that is attributable to factors outside of Natoma’s reasonable control, including but not limited to scheduled maintenance, emergency maintenance, or a force majeure event.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Natoma’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law. These Terms are governed by and will be construed under applicable federal law, and the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof.

Miscellaneous. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Natoma agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Natoma, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Natoma, and you do not have any authority of any kind to bind Natoma in any respect whatsoever.

You and Natoma agree there are no third-party beneficiaries intended under these Terms.