

WIREWHEEL CUSTOMER TERMS OF SERVICE

Effective: August 17, 2018

These Customer Terms of Service (the “Customer Terms” or “Agreement”) describe your rights and responsibilities when using our privacy and data protection platform (the “Services”). If you are a Customer (defined below), these Customer Terms govern your access and use of our Services and form a binding contract between you and WireWheel (“we,” “our,” “us”). In the event Customer executes a separate services agreement with us in the future, such subsequent services agreement will supersede the terms of this Agreement, but only to the extent of any conflicting terms between the agreements.

“Customer” is the organization agreeing to this Agreement. If the Project (defined below) is being set up by someone who is not formally affiliated with an organization, the Customer is the individual creating the Project. For example, if you sign up for WireWheel, and send WireWheel taskings to potential partners, then you are the Customer.

If you are not a Customer but are being invited to use the Services by a Customer, the User Terms of Service (the “User Terms”) govern your access and use of the Services.

1.0 WireWheel’s Responsibilities

1.1 Service Subscription. Subject to Customer’s compliance with this Agreement, WireWheel will make the applicable Services available to Customer during the Subscription or Service Term specified in the Subscription or Order Form submitted by Customer to WireWheel and accepted by WireWheel (the “Subscription/Order Form”). WireWheel will provide support for the applicable Services to Customer during the Subscription or ServiceTerm as provided in the appropriate Subscription/Order Form. During the Subscription or Service Term and any subsequent renewal periods, WireWheel will use commercially reasonable efforts to make the Services available according to WireWheel’s Service Level Schedule, which is available at [www.wirewheel.com](#) and subject to planned downtime and any unscheduled maintenance.

1.2 Security and Protection of Customer Content. WireWheel will use commercially available efforts to maintain a security program that is intended to (i) protect the security and integrity of Customer Data (as defined below); (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. As part of this program, WireWheel will use commercially available efforts to maintain administrative, physical and technical safeguards intended to protect the security of Customer Data. However, Customer acknowledges and understands that WireWheel makes no warranties or guarantees with respect to the measures described in this paragraph.

1.3 Authorized Users. Individuals authorized by Customer to access the Services (each, an “Authorized User”), including Customer’s employees, contractors, suppliers, or other service providers, may submit Customer Data (as defined in Section 4.2 below), and Customer may exclusively provide us with instructions on what to do with it. For example, Customer may provision or deprovision access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign teams, or consolidate teams or projects with other teams or projects. Subject to any restriction outside these agreements, a user retains the right to use the specific information supplied by that Authorized User (“User Data”) for its own purposes. If and when an Authorized User becomes a Customer (a “User-Converted-Customer”) of WireWheel, information previously submitted to the WireWheel Services by that User-Converted-Customer when such User-Converted-Customer was an Authorized User may automatically become Customer Data for such User-Converted-Customer, and will be treated as Customer Data for such User-Converted-Customer’s account, and such information may remain User Data for the Customer for whom such information originally was supplied.

1.4 Beta Services. Occasionally, we look for beta testers to help us test our new features. These features will be identified as “beta” or “pre-release,” or words or phrases with similar meanings (each, a “Beta Product”). Beta Products may not be ready for prime time so they are made available “as is,” and any warranties or contractual commitments we make for other Services do not apply to any Beta Products. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available.

1.5 Future Products and Services. We may share information about our future products and services. Our public statements about those product plans are an expression of intent, but should not be relied on when making a purchase. If Customer decides to buy our Services, that decision should be based on the functionality or features we make available on the day of purchase and not on the delivery of any future functionality or features.

1.6 Availability. We will (a) use good faith efforts to make the Services available to Customer and its Authorized Users as described in these Customer Terms and any applicable Subscription/Order Form; and (b) not use or process Customer Data for any purpose other than as described in our [Privacy Notice](#) without Customer’s prior written consent; provided, however, that Customer hereby consents to use of the Customer Data in connection with Authorized Users’ use of the Services and processing related to such use or otherwise necessary for the performance of the Services.

1.7 Third Party Service Providers. We may leverage our employees, those of our corporate affiliates and third-party contractors (collectively, the “WireWheel Service Providers”) in exercising our rights and performing our obligations under this Agreement.

1.8 Privacy Notice. Please review our [Privacy Notice](#) for more information on how we collect and use data relating to the use and performance of our websites and products.

2.0 Customer Responsibilities and Use of the Services

2.1 Customer Notices to Authorized Users. Customer will: (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services and of any settings that may impact the processing of Customer Data; and (b) obtain all rights, permissions or consents from Authorized Users, other Customer personnel, and other Customer third party service providers that are necessary to grant the rights and licenses in this Agreement and for the lawful use and transmission of Customer Data and the operation of the Services. Each Authorized User must also agree to the WireWheel User Terms to activate their subscription or account and acknowledge that all User Data is also subject to the WireWheel [Privacy Notice](#).

2.2 Access. Customer may only access and use the Services, in accordance with the terms of this Agreement and the Acceptable Use Policy located at www.wirewheel.io. Customer agrees to provide accurate and complete information when Customer registers for and uses the Services and agrees to update all required information promptly. Each Authorized User who uses the Services must have a separate username and password. Customer must provide a valid email address for each person that Customer authorizes to use Customer's account, and Customer may only create one account per email address. Customer must provide any other information reasonably requested by WireWheel.

2.3 Use of the Services. Customer must comply with this Agreement and ensure that its Authorized Users comply with this Agreement and the User Terms (including the Acceptable Use Policy). Customer hereby acknowledges our Acceptable Use Policy and guarantees compliance thereof on behalf of all its Authorized Users. Customer agrees that a breach of the Acceptable Use Policy by an Authorized User constitutes a breach of this Agreement. We may review conduct for compliance purposes, but we have no obligation to do so. We are not responsible for the content of any Customer Data or the way Customer or its Authorized Users choose to use the Services to store or process any Customer Data. The Services are not intended for and should not be used by anyone under the age of 18. Customer must ensure that all Authorized Users are over 18 years old.

2.4 Removal. If we believe that there is a violation of this Agreement that can simply be remedied by Customer's removal of certain Customer Data or Customer's disabling of a Non-WireWheel Product, we will, in most cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.

2.5 Third Party Products. Our services may now and in the future incorporate the services of complementary products (each, a "Non-WireWheel Product"). THESE ARE NOT OUR SERVICES, SO WE DO NOT WARRANT OR SUPPORT NON-WIREWHEEL PRODUCTS. ULTIMATELY, CUSTOMER (AND NOT US) WILL DECIDE WHETHER OR NOT TO ENABLE THEM. ANY USE OF A NON-WIREWHEEL PRODUCT IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY PROVIDER. WIREWHEEL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH USAGE OF SUCH NON-WIREWHEEL PRODUCTS.

2.6 Other Services and Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment and all uses of the Equipment. Customer is solely responsible for providing high speed internet service for itself and its Authorized Users to access and use the Services.

3.0 Payment

3.1 Fees and Taxes. Fees may be specified at a Services interface “check-out” and/or in the applicable Subscription/Order Forms, and must be paid in advance. Payment obligations are non-cancelable and, except as expressly stated in any Subscription/Order Form, fees paid are non-refundable. If we agree to invoice Customer by email, full payment must be received within thirty (30) days from the invoice date. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “Taxes”). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer will reimburse us for such withholding tax.

3.2 Active Users. Your Subscription Form may specify a certain number of allowed “Active Users.” An “Active User” is any Authorized User in the system that has logged in and accessed the site within 90 days of any given date.

4.0 Ownership and Proprietary Rights

4.1 WireWheel Services. As between Customer and us, we own and will continue to own our Services, including all related intellectual property rights. We may make software components available, via app stores or other channels, as part of the Services. We grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license during the applicable Subscription Term for Customer and its Authorized Users to use the executable code version of these components, but solely as necessary to use the Services and in accordance with these Customer Terms, the Acceptable Use Policy, and the User Terms. All of our rights not expressly granted by this license are hereby retained.

4.2 Customer Data. “Customer Data” includes any information or content submitted by Customer or its Authorized Users as part of the Services, including messages or files. As between us on the one hand, and Customer and any Authorized Users on the other, Customer will own all Customer Data. Subject to the terms and conditions of this Agreement, Customer (for itself and all of its Authorized Users) grants us and the

WireWheel Service Providers a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer Data, and any Non-WireWheel Products created by or for Customer, as reasonably necessary (a) to provide, maintain and improve the Services for Customer or others, including as set forth in the Privacy Notice; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted in writing by Customer. Customer represents and warrants that it has secured all rights in and to Customer Data from its Authorized Users as may be necessary to grant this license, and that it has the right to grant us all licenses to the Non-WireWheel Products as contemplated herein. We will use Customer Data in accordance with WireWheel's [Privacy Notice](#).

4.3 Usage Data. You acknowledge that WireWheel has the right to collect and analyze data and other information relating to Customer's usage behavior and the provision, use and performance of various aspects of the Services and related systems and technologies. You agree that WireWheel will be free to (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other WireWheel offerings, and (b) disclose such data in aggregate or other de-identified forms in connection with its business, in each case both during and after the term of this Agreement.

4.4 Feedback. If Customer provides any suggestions, comments, ideas, improvements, or other feedback or materials related to the Services (collectively, "Feedback"), Customer hereby grants us a nonexclusive, royalty-free, irrevocable, perpetual right to use, display, disclose, publish, perform, reproduce, modify, license, transfer, distribute, and otherwise exploit such Feedback in any manner, including incorporation of such Feedback in updated versions of our Services or other product offerings or materials not licensed hereunder. Customer will be entitled to no compensation, attribution, or credit for, nor gain any right, title, or interest in or to, any materials as a result of such Feedback. In addition, WireWheel may analyze and share derivative insights from the Customer Data or User Data shared in WireWheel Projects, provided that we do not share or process any of the underlying Customer Data.

5.0 Term and Termination;Auto-Renewal. Terms are described in the applicable Subscription/Order Form. If you have the option to auto-renew and you have chosen to automatically renew your subscription, you hereby authorize us to continue your subscription for additional periods equal to the initial Subscription/Service Term or as otherwise agreed (each, a "Renewal Term"), without the need to execute or submit a renewal Subscription/Order Form. Free trial subscriptions are subject to these terms but are cancelable at any time.

We will provide the same Services selected by you in the Subscription/Order Form during each Renewal Term. At the end of your initial Subscription/Service Term or any Renewal Term, we will automatically charge you using the same method as your original subscription for the applicable recurring subscription fees for the next Renewal Term.

The per-unit pricing during any Renewal Term will remain the same as it was during the immediately prior period. Pricing information for the Services is contained in your Subscription/Order Form.

You may cancel the automatic renewal of your subscription at any time by methods available at our channel partners or by sending us an email at sales@wirewheel.io.

Our subscription fees and cancellation policy may be changed by us, but we will notify you in advance of any material changes and you will have the chance to cancel your subscription if you do not agree to the changes.

This Agreement remains effective until all subscriptions ordered under the Subscription Form have expired, been terminated or this Agreement itself is terminated. Termination of this Agreement will terminate all Subscription/Order Forms.

5.1 Termination for Cause. We or Customer may terminate this Agreement on notice to the other party if the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for its Authorized Users, including for any breaches of this Agreement caused by its Authorized Users. We may terminate this Agreement immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in violation of applicable law.

5.2 Termination Sole Remedy. For any breach of a warranty in these Customer Terms, Customer's sole and exclusive remedies are those described in this Section 5.

5.3 Effect of Termination. Upon termination of this Agreement, all Services covered by or provided under this Agreement shall immediately terminate, and Customer shall cease all use of the Services. Any fees that are or would be payable to WireWheel under any Subscription Form shall become immediately due and payable by Customer.

5.4 Data Portability and Deletion. During the term of Customer's subscriptions, Customer will be permitted to export or share certain Customer Data from the Services; provided, however, that because we have different products with varying features and Customer has different retention options, Customer acknowledges and agrees that the ability to export or share Customer Data may be limited or unavailable depending on the type of Services plan in effect and the data retention, sharing or invite settings enabled. Following termination or expiration of a Customer's subscriptions, we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our systems or otherwise in our possession or under our control.

6.0 Representations; Disclaimer of Warranties

6.1 Customer Warranties. Customer represents and warrants that it has validly entered into this Agreement and has the legal power to do so. Customer further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with the terms of this Agreement, the Acceptable User Policy, and the User Terms.

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS

AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, OR ERROR-FREE. WE ALSO DISCLAIM ALL EQUITABLE INDEMNITIES.

6.3 Services Not Legal Advice. You acknowledge and agree that: (a) WireWheel is not licensed to engage in the practice of law in any jurisdiction; (b) WireWheel is not a law firm and does not provide legal services; (c) WireWheel’s personnel do not provide legal advice and are not acting as Customer’s attorneys; (d) any materials that WireWheel provides to Customer as part of the Services, including but not limited to templates, forms and assessments, are neither legal advice nor guaranteed to be accurate, complete or up-to-date; and (v) Customer is encouraged to seek the advice of licensed attorneys regarding any legal compliance or other legal matters arising in connection with any Services. The Services provided by WireWheel in connection with this Agreement or any Subscription Form are not intended to be legal advice, and you agree not to rely on them as such. WITHOUT LIMITING THE ABOVE, CUSTOMER FURTHER ACKNOWLEDGES THAT WIREWHEEL’S SERVICES AND SOFTWARE DO NOT CONSTITUTE LEGAL ADVICE AND ARE NOT TO BE RELIED ON AS SUCH.

6.4 Data to Third Parties. If a Non-WireWheel Product is enabled for Customer, please be mindful of any Customer Data that will be shared with the third-party provider and the purposes for which the provider requires access. We will not be responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Non-WireWheel Product.

7.0 Limitation of Liability

IN NO EVENT WILL WIREWHEEL OR WIREWHEEL’S PARENTS, SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE SERVICE PROVIDERS’ (COLLECTIVELY, THE “WIREWHEEL EXTENDED FAMILY”) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USER TERMS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS UNDER THE SECTION 3 (PAYMENT) ABOVE.

IN NO EVENT SHALL ANY MEMBER OF THE WIREWHEEL EXTENDED FAMILY HAVE ANY LIABILITY TO THE CUSTOMER, USER, OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Services support logins using two-factor authentication (“2FA”), which is known to reduce the risk of unauthorized use of or access to the Services. We therefore will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else if any event leading to such damages, losses or liability would have been prevented by the use of 2FA. Additionally, Customer is responsible for all login credentials, including usernames and passwords, for administrator accounts as well the accounts of your Authorized Users. We will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if such information is not kept confidential by Customer or its Authorized Users, or if such information is correctly provided by an unauthorized third-party logging into and accessing the Services.

The limitations under this Section 7 (Limitation of Liability) section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this Section 7 (Limitation of Liability) section allocate the risks under this Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into this Agreement and the pricing for the Services.

8.0 Indemnification

8.1 Customer’s Indemnification of Us. Customer will defend WireWheel and the members of the WireWheel Extended Family (collectively, the “WireWheel Indemnified Parties”) from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to: (a) Customer’s or any of its Authorized User’s use of the Services or any Non-WireWheel Products; (b) use of the Customer Data as permitted by this Agreement; or (c) Customer’s or any of its Authorized Users’ actual or alleged violation of this Agreement or the User Terms ((a), (b), and (c), each a “Claim Against Us”)), and will indemnify the WireWheel Indemnified Parties for all reasonable attorney’s fees incurred and damages and other costs finally awarded against a WireWheel Indemnified Party in connection with or as a result of, and for amounts paid by a WireWheel Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Us. We will provide Customer with prompt written notice of any Claim Against Us and allow Customer the right to assume the exclusive defense and control of such claim, and cooperate with any reasonable requests assisting Customer’s defense and settlement of such matter.

8.2 Limitations on Indemnifications. Notwithstanding anything contained in the preceding sections, (a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

9.0 Confidentiality

9.1 Confidential Information. “Confidential Information” includes anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including non-public business, product, technology and marketing information. If something is labeled “Confidential,” that’s a clear indicator to the Receiving Party that the material is confidential. Confidential Information of Customer includes Customer Data. Confidential Information of WireWheel includes information about the WireWheel Services, including information about how the WireWheel platform works, and any agreements, contracts, templates or other materials provided to Customers in the course of providing WireWheel Services. Each party (“Disclosing Party”) may disclose “Confidential Information” to the other party (“Receiving Party”) in connection with this Agreement. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and free of any confidentiality obligation; (c) is received from a third party without breach of any obligation owed to the Disclosing Party and free of any confidentiality obligation; or (d) was independently developed by the Receiving Party without use of, or reference to, any Confidential Information of the Disclosing Party.

9.2 Protection and Use of Confidential Information. The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with this Agreement; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement (provided, however, in the case of WireWheel as the Receiving Party, WireWheel also may collect, use and disclose Confidential Information as described in the [Privacy Notice](#). Nothing herein will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in this Agreement.

9.3 Compelled Access or Disclosure. The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party’s Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

10. Survival

Sections 4.4 (Feedback), 7 (Limitation of Liability), 5.4 (Effect of Termination), 5.5 (Data Portability and Deletion), 6.2 (Disclaimer), 6.3 (Services Not Legal Advice), 6.4 (Data to Third Parties), 8 (Indemnification), 9 (Confidentiality), and 11 (General Provisions) will survive any termination or expiration of this Agreement.

11. General Provisions

11.1 **Publicity.** Customer grants us the right to use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers or others, subject to Customer's standard trademark usage guidelines as provided to us from time-to-time. If you do not wish to be listed as a reference, please send us an email to stating that it does not wish to be used as a reference.

11.2 **Force Majeure.** We will not be liable by reason of any failure or delay in the performance of our obligations on account of events beyond our reasonable control, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

11.3 **Relationship of the Parties; No Third Party Beneficiaries.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to this Agreement.

11.4 **Email and WireWheel Messages.** Except as otherwise set forth herein, all notices under this Agreement will be by email, or we may provide notice to Customer through the Services (e.g., a WireWheel notification). Notices to WireWheel will be sent to , except for legal notices, such as notices of termination or an indemnifiable claim, which must be sent to legal@wirewheel.io. Notices will be deemed to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

11.5 **Modifications.** As our business evolves, we may change these Customer Terms. If we make a material change to these Customer Terms, we will provide Customer with reasonable notice prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the Services. Customer can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced herein. Any revised version of the Customer Terms will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Customer (or any Authorized User) accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.

11.6 **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. No waiver this Agreement will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

11.7 Severability. This Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

11.8 Assignment. Except with respect to the WireWheel Service Providers, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Subscription Forms), without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Customer will keep its billing and contact information current at all times by notifying WireWheel of any changes. Any purported assignment in violation of this Section 11.8 (Assignment) is void. A party's sole remedy for any purported assignment by the other party in breach of this Section 11.8 (Assignment) will be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.9 Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of Virginia, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

11.10 Arbitration. Any dispute arising out of or relating to the Services and Agreement shall be decided by confidential, binding arbitration to be administered by JAMS or its successor organization ("JAMS") in accordance with JAMS' then-current Comprehensive Arbitration Rules and Procedures for commercial contracts (except to the extent such rules are inconsistent with the terms hereof). The parties agree that the arbitration shall take place in Arlington, VA and shall be conducted in English before a single neutral arbitrator. The parties shall mutually agree on an arbitrator, provided that if the parties cannot agree on an arbitrator within ten (10) days, each party will submit to JAMS a list of no more than three (3) potential arbitrators nominated by that party and JAMS will choose a single arbitrator from among the potential arbitrators identified in such lists. In rendering the award, the arbitrator shall apply the governing law set forth above, except where that law conflicts with this clause and except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator shall be empowered to award the prevailing party any remedy available at law or in equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief. The award entered or decision made by the arbitrator shall be final and non-appealable, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties agree that the existence, conduct, and content of any arbitration hereunder shall be confidential and shall not be disclosed by either party except on the same bases as the terms of this Agreement may be disclosed as provided in Section 9 above. In addition, either party also may disclose an arbitration award to a court in order to secure confirmation or enforcement of an arbitration award. Customer agrees that Customer may only resolve disputes with us on an individual basis and Customer may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

11.11 Injunctive Relief. Customer acknowledges that its material breach of this Agreement will result in immediate and irreparable damage to WireWheel, and that money damages alone will be inadequate to compensate WireWheel. Therefore, in the event of a material breach or threatened material breach of any provision of this Agreement by Customer, WireWheel may, in addition to all other remedies available to WireWheel at law or in equity, obtain preliminary or permanent injunctive relief prohibiting such breach or compelling specific performance, in any court of competent jurisdiction, notwithstanding Section 11.10 (Governing Law) above.

11.12 Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

11.13 Entire Agreement. These Customer Terms (including the Acceptable Use Policy) and all referenced pages and Subscription Forms, if applicable, constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

Contacting WireWheel

Please also feel free to contact us if you have any questions about WireWheel's Customer Terms of Service. You may contact us at or at our mailing address below:

WireWheel, Inc.

1310 N Courthouse Road, Suite 200

Arlington, VA 22201

USER TERMS OF SERVICE

Effective: August 17, 2018

These User Terms of Service (the “User Terms”) govern every person’s access and use of our privacy and data protection tools and platform (the “Services”). Even though you may be signing onto an existing WireWheel Customer’s project, these User Terms apply to you.

This is a Contract

These User Terms are a legally binding Contract between you and us. As part of these User Terms, you agree to comply with the most recent version of our Acceptable Use Policy, which is incorporated by reference into these User Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the Acceptable Use Policy, you confirm that you have read, understand and agree to be bound by the User Terms and the Acceptable Use Policy. “We”, “our” and “us” currently refers to WireWheel, Inc.

1. Customer’s Choices and Instructions

1.1 You are an Authorized User on a WireWheel Customer “Project,” and our Customer Controls the Project

An organization or other third party that we refer to in these User Terms as “Customer” has invited you to a WireWheel workspace or project or task (“Project”). If you are contributing to one of your employer’s Projects, for example, your employer is our Customer. If one of your consultants asks you to contribute photographs to a WireWheel tasking, then your consultant is our Customer and you are being authorized to participate in her Project. Customer may create and configure a Project so that you and others could join (each invitee granted access to the Services, including you, is an “Authorized User”).

1.2 Our Customer has Its Own Terms of Service

Our relationship with the Customer is subject to the Customer Terms of Service or another written agreement between Customer and us (in either case, the “Contract”) that contains our commitment to deliver the Services to Customer.

Please check out our Help Center pages for more detail on our different Service plans and the options available to Customer.

1.3 Customer Data

You, Customer, and other Authorized Users may submit content or information as part of the Services, including messages or files (“Customer Data”). When you submit Customer Data to the Services, you acknowledge and agree that the Customer Data will be and is owned by Customer, and the Contract provides Customer with many choices and control over that Customer Data, including the identity of all Authorized Users.

In addition, subject to any restriction outside these agreements, a user retains the right to use the specific information supplied by that user for its own purposes. If and when a user becomes a Customer (a “User-Converted-Customer”) of WireWheel, information previously provided to the Services only by that user may automatically become “Customer Data” of that User-Converted-Customer, and will be treated as Customer Data for that User-Converted-Customer’s account. However, it will continue to be User Data for the purposes of the Customer for whom the information was originally supplied.

Our Customer may provision or deprovision your access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign Projects, share channels, or consolidate your Project or channels with other Projects or channels, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

1.4 Usage Data. You acknowledge that WireWheel has the right to collect and analyze data and other information relating to Customer’s usage behavior and the provision, use and performance of various aspects of the Services and related systems and technologies. You agree that WireWheel will be free to (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other WireWheel offerings, and (b) disclose such data in aggregate or other de-identified forms in connection with its business, in each case both during and after the term of this Agreement.

1.5 Signing Up Using a Corporate Email Domain

If you signed up for a plan using your corporate email domain, your organization is the Customer and you are a user. This means, among other things, that Customer can modify and re-assign roles (including your role) and otherwise exercise its rights under its Contract. If Customer elects to replace you as the representative with ultimate authority for the Service, Customer may provide you with notice following such election and you agree to take any actions reasonably requested by us or Customer to facilitate the transfer of authority to a new representative of the Customer. A Customer has visibility into all Authorized Users of its instance of WireWheel.

2. The Relationship Between You, Customer and Us

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (A) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES; AND (C) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORIZED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. WIREWHEEL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT), TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WIREWHEEL HEREBY DISCLAIMS ALL EQUITABLE INDEMNITIES.

3. WireWheel and the Customer can revoke use anytime

WireWheel reserves the right to terminate your access to the Services at any time for any reason. These User Terms remain effective until Customer's subscription for you expires or terminates, or your access to the Services has been terminated by Customer or us. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms or the Acceptable Use Policy. Upon termination of your access or Customer's subscription for any reason, your access to the Services will immediately cease.

4. Confidentiality

4.1 Confidential Information. "Confidential Information" also includes anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including non-public business, product, technology and marketing information. If something is labeled "Confidential," that's a clear indicator to the Receiving Party that the material is confidential. Confidential Information of Customer includes Customer Data. Confidential Information of WireWheel includes information about the WireWheel Services, including information about how the WireWheel platform works, and any agreements, contracts, templates or other materials provided to Customers in the course of providing WireWheel Services. Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with this Agreement. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and free of any confidentiality obligation; (c) is received

from a third party without breach of any obligation owed to the Disclosing Party and free of any confidentiality obligation; or (d) was independently developed by the Receiving Party without use of, or reference to, any Confidential Information of the Disclosing Party.

4.2 Protection and Use of Confidential Information. The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with this Agreement; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement (provided, however, in the case of WireWheel as the Receiving Party, WireWheel also may collect, use and disclose Confidential Information as described in the [Privacy Notice](#)). Nothing herein will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in this Agreement.

4.3 Compelled Access or Disclosure. The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

5. Age

The Services are not intended for and should not be used by anyone under the age of sixteen (16). You represent that you are over the age of eighteen (18) and are the intended recipient of Customer's invitation to the Services. You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

6. WireWheel Services

We own and will continue to own our Services, including all related intellectual property rights therein. We may make software components available, via app stores or other channels, as part of the Services. We grant to you a non-sublicensable, non-transferable, non-exclusive, limited license during the applicable Customer's subscription term for you to use the Services in accordance with the Contract, these User Terms and the Acceptable Use Policy. All of our rights not expressly granted by this license are hereby retained.

7. Feedback

If you provide any suggestions, comments, ideas, improvements, or other feedback or materials related to the Services (collectively, “Feedback”), you hereby grants us a nonexclusive, royalty-free, irrevocable, perpetual right to use, display, disclose, publish, perform, reproduce, modify, license, transfer, distribute, and otherwise exploit such Feedback in any manner, including incorporation of such Feedback in updated versions of our Services or other product offerings or materials not licensed hereunder. You will be entitled to no compensation, attribution, or credit for, nor gain any right, title, or interest in or to, any materials as a result of such Feedback.

8. Acceptable Use Policy

You must comply with our Acceptable Use Policy. If you see inappropriate or illegal behavior, please report it to the Customer and us.

9. Limitation of Liability

IN NO EVENT SHALL WIREWHEEL HAVE ANY LIABILITY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WIREWHEEL’S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT WIREWHEEL’S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

10. Application of Consumer Law

WireWheel is a workplace tool intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply.

11. Survival

Sections 2 (The Relationship Between You, Customer, and Us), 4 (Confidentiality), 7 (Feedback), 9 (Limitation of Liability), and 12 (General Provisions) will survive any termination or expiration of the User Terms.

12. General Provisions

12.1 Email and WireWheel Messages

Except as otherwise set forth herein, all notices under the User Terms will be by email, although we may instead choose to provide notice to Authorized Users through the Services (e.g., a WireWheel notification). Notices to WireWheel should be sent to except for legal notices, which must be sent to legal@wirewheel.io. A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services.

12.2 Privacy Notice

Please review our [Privacy Notice](#) for more information on how we collect and use data relating to the use and performance of our products.

By your use of the Services, you hereby consent to the terms of our [Privacy Notice](#) and any other Privacy Notices provided by Customer.

12.3 Territory

The Services are operated by us from the United States, and are not intended to subject us to the laws or jurisdiction of any other state, country or territory other than that of the United States.

12.4 Publicity

User grants us the right to use User's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers or others, subject to Customer's standard trademark usage guidelines as provided to us from time-to-time. If you do not wish to be listed as a reference, please send us an email to stating that it does not wish to be used as a reference.

12.5 Modifications

As our business evolves, we may change these User Terms or the Acceptable Use Policy. If we make a material change to the User Terms or the Acceptable Use Policy, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of the User Terms at any time by visiting this page, and by visiting the following for the most current versions of the other pages that are referenced in these User Terms: Acceptable Use Policy and Privacy Policy. Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

12.6 Waiver

No failure or delay by either party in exercising any right under the User Terms, including the Acceptable Use Police, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

12.7 Severability

The User Terms, including the Acceptable Use Policy, will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

12.8 Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, including the Acceptable Use Policy, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and

conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

12.9 Arbitration

These User Terms and the Services and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of Virginia, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Any dispute arising out of or relating to these User Terms shall be decided by confidential, binding arbitration to be administered by JAMS or its successor organization (“JAMS”) in accordance with JAMS’ then-current Comprehensive Arbitration Rules and Procedures for commercial contracts (except to the extent such rules are inconsistent with the terms hereof). The parties agree that the arbitration shall take place in Arlington, VA and shall be conducted in English before a single neutral arbitrator. The parties shall mutually agree on an arbitrator, provided that if the parties cannot agree on an arbitrator within ten (10) days, each party will submit to JAMS a list of no more than three (3) potential arbitrators nominated by that party and JAMS will choose a single arbitrator from among the potential arbitrators identified in such lists. In rendering the award, the arbitrator shall apply the governing law set forth above, except where that law conflicts with this clause and except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator shall be empowered to award the prevailing party any remedy available at law or in equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief. The award entered or decision made by the arbitrator shall be final and non-appealable, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties agree that the existence, conduct, and content of any arbitration hereunder shall be confidential and shall not be disclosed by either party except on the same bases as the terms of this Agreement may be disclosed as provided in the Confidentiality section above. In addition, either party also may disclose an arbitration award to a court in order to secure confirmation or enforcement of an arbitration award. Customer agrees that Customer may only resolve disputes with us on an individual basis and Customer may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

12.10 Injunctive Relief

Customer acknowledges that its material breach of this Agreement will result in immediate and irreparable damage to WireWheel, and that money damages alone will be inadequate to compensate WireWheel. Therefore, in the event of a material breach or threatened material breach of any provision of this Agreement by Customer, WireWheel may, in addition to all other remedies available to WireWheel at law or in equity, obtain preliminary or permanent injunctive relief prohibiting such breach or compelling specific performance, in any court of competent jurisdiction, notwithstanding Section 12.9 (Arbitration) above.

12.11 Fees

In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

12.12 Entire Agreement

The User Terms, including any terms incorporated by reference into the User Terms such as the Acceptable Use Policy, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy). Customer will be entirely responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

Contacting WireWheel

Please also feel free to contact us if you have any questions about WireWheel's User Terms of Service. You may contact us at or at our mailing address below:

WireWheel, Inc.

1310 N Courthouse Road, Suite 200

Arlington, VA 22201

[Acceptable Use Policy](#)

Last Updated: January 10, 2018

This WireWheel Acceptable Use Policy sets out a list of acceptable and unacceptable conduct for our Services. You are responsible for compliance with this policy. Any violation of this policy is a breach of the WireWheel User Terms of Service.

This policy may change as WireWheel grows and evolves, so please check back regularly for updates and changes.

Capitalized terms used below but not defined in this policy have the meaning set forth in the User Terms of Service.

Users of the WireWheel Platform or Services must do each of the following:

- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your account in connection with the Services;
- promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your accounts or teams, including any loss, theft, or unauthorized disclosure or use of a username, password, or account;
- comply in all respects with all applicable terms of the third party applications, including any that Customer elects to integrate with the Services that you access or subscribe to in connection with the Services. comply with all User Terms of Service, including the terms of this Acceptable Use Policy;
- comply with all applicable statutes, ordinance, regulations, rules, orders, treaties, and other laws, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies, including, but not limited to, the U.S. Securities and Exchange Commission, and any rules of any national and other securities exchanges;
- upload and disseminate only Customer Data to which Customer owns all required rights under law and under contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) and do so only consistent with applicable law;
- use the Services only for the benefit of Customer and only for the purposes requested by the Customer;
- use commercially reasonable efforts to prevent unauthorized access to or use of the Services; and
- comply with all User Terms of Service, including the terms of this Acceptable Use Policy;

Users of the WireWheel Platform or Services may not do any of the following:

- upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully accesses or downloads content or information stored within the Services or on the hardware of WireWheel or any third party or otherwise may compromise the security of the Services or WireWheel's systems;
- attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services (including any mechanism used to restrict or control the functionality of the Services) and any source code associated with the Services, any third party use of the Services, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- use the Services to store, upload, or transmit any harassing, offensive, abusive, pornographic, or illegal content or for the purposes of engaging in any harassment, abuse or unethical or illegal activity;
- permit any third party that is not an Authorized User to access or use a username or password for the Services;
- share, transfer or otherwise provide access to an account designated for you to another person;
- use the Services to store, upload, or transmit any Customer Data or other information or content that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property right, or any privacy or publicity right, or that otherwise may be tortious or unlawful;
- attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
- impersonate any person or entity, including, but not limited to, an employee of ours, an "Administrator", an "Owner", any Customer, or any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
- use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act or other statutes, regulations, or other laws concerning national security, defense or terrorism;
- use the Services to export any information or content to foreign nationals or countries in violation of any export controls, embargoes, or other statutes, regulations, or other laws;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- place any advertisements within a WireWheel client;

- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- abuse referrals or promotions to get more credits than deserved;
- sublicense, resell, time-share or similarly exploit the Services;
- use the Services for consumer, personal, or household purposes, as WireWheel is intended for use by businesses and organizations;
- use contact or other user information obtained from the Services (including email addresses) to contact Authorized Users outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for Authorized Users for use outside of the Services; or
- authorize, permit, enable, induce or encourage any third party to do any of the above.

If we believe a violation of the policy is deliberate or repeated, or presents a credible risk of harm to other users, our Customers, the Services, or any third parties, we may suspend or terminate your access immediately with or without notice to you.

Contacting WireWheel

Please also feel free to contact us if you have any questions about WireWheel's Acceptable Use Policy. You may contact us at or at our mailing address below:

WireWheel Inc.

1310 N Courthouse Road, Suite 200

Arlington, VA 22201

We need to put this on our website or remove this language.