

# Terms Of Use

## Overview

These website Terms of Use (**“Terms”**) govern the use of web pages, software and content located within <https://get-gravity.ai> including its domain and subdomains and shall apply to Innovaccer Gravity™ (collectively, the **“Site”**).

Additionally, [Innovaccer Privacy Policy](#) explains how Innovaccer handles information collected from the visitors and users of the Site.

By accessing, browsing or using the Site, you acknowledge that you have read, understood and agree to be bound by these Terms and to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. You also confirm that you are not a minor and you possess the legal right and capacity to understand and agree to the Terms. If you do not agree to these Terms, please do not use or access the Site. Unauthorized use of the Site may give rise to a claim for damages and/or be a criminal offence.

Innovaccer may amend the Terms at any time by posting the amended terms on the Site. Innovaccer also reserves the right to change or remove features and contents of the Site. These revisions are effective and binding when posted on the Site and any continued use of any of the Site following any revision means you agree to the revisions. If any term, provision, covenant or condition of these Terms is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if these Terms had been executed with the invalid portion eliminated.

## License to use the Site

Innovaccer grants you a limited, non-exclusive, non-sublicensable and non-transferable license to access and make personal use of the Site, subject to the Terms. Without the express written consent of Innovaccer, you may not reproduce, duplicate, copy, download, sell or otherwise exploit for any commercial purpose the Site and any portion hereof. This limited license terminates automatically, without notice to you, if you breach these Terms.

## Your Conduct and Obligations

- You undertake to assure that the Site shall be used for lawful purposes only and that you shall not violate any applicable law.
- Without prejudice to the generality of the above, you confirm that you shall not:
  - post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus trojan horses, time bombs, bots, botnets, malicious content, content theft, data manipulation, threats or any other harmful programs or elements or component;
  - you may not use any meta tags or any other hidden text utilizing Innovaccer's name, trademarks, service marks, logos, design marks or any other intellectual property (collectively, "**Marks**");
  - you may not frame or utilize framing techniques to enclose any Marks or other information (including images, text, page layout and form) from the Site;
  - delete from the Site any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify;
  - use the Site in any manner that could damage, disable, overburden, impair, harm or potentially harm Innovaccer's server, or any network, computer system / resource connected to an Innovaccer server, or interfere with any other person's use and enjoyment of the Site;
  - carry out any denial of service (DoS, DDoS) or any other harmful attacks on application or internet service;
  - disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to the Site; or
  - forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site.
- You represent and warrant that you will not post, contribute or upload to the Site anything, or otherwise interact with or use the Site, in a manner that:
  - infringes or violates the intellectual property rights of a third party.
  - is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable, or which attempts, in any manner, to obtain the password, account, or other security information from any other user.
  - runs Maillist, Listserv, any form of auto-responder or "spam" on the Site, or any processes that run or are activated while you are not logged into the Site, or that otherwise interfere with the proper working of the Site (including by placing an unreasonable load on the Site infrastructure);
  - "crawls", "scrapes", or "spiders" any page, data, or portion of or relating to the Site or any content (through use of manual or automated means);
  - copies or stores any significant portion of any content on the Site; or

- decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Site.

## **Electronic Communications**

When you visit the Site or send e-mails to Innovaccer, you are communicating with Innovaccer electronically. You consent to receive communications from Innovaccer electronically. Innovaccer will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that Innovaccer provides to you electronically satisfy any legal requirement that such communications be in writing.

## **Ownership and Intellectual Property**

You understand that Innovaccer owns the Site. You will not 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 the Site or any part thereof. The Site may allow you to copy or download certain content or material, but it is pertinent to note that even where these functionalities exist, all the restrictions in these Terms of Use still apply.

**Trademarks.** Innovaccer and its affiliated companies reserve all rights to their Marks. The Marks are highly valued intellectual property, and therefore Innovaccer will take the necessary steps to guard against dilution and the use of third-party marks which are confusingly similar to Marks or which are likely to cause confusion with Marks.

**Copyright.** All content (including the design, layout, look, appearance and graphics) provided on the Site are owned by or licensed to Innovaccer and its affiliated companies and protected by United States and international copyright laws. Innovaccer and its licensors retain all proprietary rights to the content on the Site.

You represent and warrant to abide by all intellectual property restrictions, including but not limited to any copyright notices, trademark rules, information, and restrictions contained in any content that you access through the Site.

## **Third Party Materials**

**Third Party Materials.** You understand that by using the Site, you may encounter data, information, applications, materials, and other content from third parties (collectively, “**Third-Party Materials**”), and data, information, applications, materials and other content from Innovaccer, that may contain errors, be offensive, indecent, or objectionable. You use the Site, and rely upon any Third-Party Materials, at your

sole risk. Innovaccer will not have any liability to you for any Third-Party Materials may be found to be offensive, indecent, or that are inaccurate, incomplete, untimely, invalid, illegal, indecent, of poor quality, or otherwise objectionable.

**Third Party Websites.** The Site may also include links to third party websites. These links are provided for your convenience to provide further information. They do not signify that Innovaccer endorses the third-party website(s). Innovaccer has no control over, and assumes no responsibility for the content, accuracy, privacy policies, or practices of or opinions expressed in any of the linked website(s).

In addition, Innovaccer will not and cannot monitor, verify, censor or edit the content of any third-party site or service. There may also be situations where you are redirected to another website. We encourage you to be aware when you leave the Site and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Site, you release and hold us harmless from any and all liability arising from claims relating to any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Site, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Innovaccer shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this Site, or between users and any third party, you agree that Innovaccer is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Innovaccer, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Website. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

## **Usage Data and Tracking Technologies**

When you visit or interact with the Site, Innovaccer collects certain information about your device and your activity, including but not limited to your IP address, referring URLs, pages visited, and clickstream data. This data, referred to as "Usage Data", helps us understand how the Site is being used, identify areas for improvement, and personalize your experience. This information is collected using various tracking technologies like cookies, pixel tags, etc.

Innovaccer uses Hubspot to collect Usage Data to help us understand how users engage with the Site. Such Usage Data is then used to develop and improve Innovaccer products and services and for all other lawful business practices, such as analytics, benchmarking, and reports. Usage Data collected by Hubspot may also include IP addresses and other online identifiers which Hubspot may use to provide, maintain, append, improve, enhance, and develop their commercial dataset and services. For additional information on Usage Data tracking and the cookies used by Innovaccer on the Site, please visit our [Privacy Policy and Cookie Policy](#).

## **Indemnification**

You agree to indemnify, defend and hold harmless Innovaccer, its affiliated companies and the respective officers, directors, employees or agents of any such entities from and against any and all claims, liabilities, damages, losses, costs, expenses and fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account, computer or software's) use of the Site or violation of these Terms. Innovaccer reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Innovaccer's defense of such claim. In no event may you agree to any settlement affecting Innovaccer without Innovaccer's written consent.

## **Disclaimers**

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Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL INNOVACER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, REVENUES OR SAVINGS, LOSS OR DAMAGE TO DATA OR BUSINESS INTERRUPTION ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE OR ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES ACCESSED ON OR THROUGH THESE SITE, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY AND EVEN IF INNOVACER HAS BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES.

## **Miscellaneous**

Governing Law. Your use of the Site and any dispute arising out of such use shall be subject to the laws of the State of California. You hereby consent to the exclusive jurisdiction and venue in the courts of San Francisco County, State of California over any legal action arising out of the use of the Site.

Remedies. You agree that breach of these Terms would cause immediate and irreparable harm to Innovaccer for which money damages would be inadequate. Therefore, Innovaccer will be entitled to injunctive relief for your breach of these Terms without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such breach but shall be in addition to all other remedies available at law or in equity.

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 Innovaccer's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Waiver of Jury Trial. YOU AND INNOVACER WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY.

Payment of taxes. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Site, provided that Innovaccer may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. 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 is 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 Innovaccer agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Innovaccer, 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 Innovaccer, and you do not have any authority of any kind to bind Innovaccer in any respect whatsoever.

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

## **Contact Us**

Innovaccer welcomes your questions and comments regarding these Terms. You may contact Innovaccer at [info@innovaccer.com](mailto:info@innovaccer.com) or [customercare@innovaccer.com](mailto:customercare@innovaccer.com) or write to, at Innovaccer offices at 101 Mission Street, Suite 1950, San Francisco, CA 94105.