



## **Terms of Service**

The website located at [www.gobalto.com](http://www.gobalto.com) and its subdirectories (collectively the "Site") and all related services provided by goBalto, Inc. in connection with the Site (together with the Site, the "Service") are provided by goBalto, Inc. (collectively, "us," "we," or "goBalto"). By accessing or using the Service, you ("you" or the "User") signify that you have read, understand and agree to be bound by the terms and conditions set forth below ("Terms of Service"). We reserve the right to change, modify, add, or delete portions of these Terms of Service at any time. If we do this, we will post the changes to these Terms of Service on this page and will indicate at the bottom of the Terms of Service the date these terms were last revised. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Service. If you do not agree to abide by these or any future Terms of Service, you are not authorized to use or access (or continue to use or access) the Service, unless you have entered into a separate software as a service ("SaaS") agreement with goBalto.

## **Service**

goBalto shall: (i) not use, modify or disclose to anyone other than you the User Content; (ii) maintain the security and integrity of the Service and the User Content; (iii) provide basic support to you, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which goBalto shall give at least 8 hours notice via the Service and which goBalto shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday); or (b) any unavailability caused by circumstances beyond goBalto's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving goBalto employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within goBalto's possession or reasonable control, and denial of service attacks.

## **Registration Data; Account Security**

In connection with registering for and using the Service you agree (i) to provide accurate, current and complete information about you and your organization as prompted by the registration forms on the Site ("Registration Data"); (ii) to maintain the confidentiality of your password and other information related to the security of your account; (iii) to maintain and promptly update the Registration Data and any other information you provide to goBalto, to keep such information accurate, current and complete; (iv) to be fully responsible for all use of your account and for any actions that take place through your account; and (v) to promptly notify us in writing of any need to deactivate your account due to security concerns. You shall not impersonate another



goBalto user or provide false identity information in order to gain access or use the Service and you agree to promptly notify us of any suspected breaches of security. If you use the Service on behalf of a company or other organization, you hereby represent and warrant that you are authorized to bind such company or organization to the Terms of Service and to act on behalf of such company with respect to any actions you take in connection with the Service. You agree to respond promptly and completely to requests from goBalto for additional information that goBalto deems necessary to determine your authority to act on behalf of a company or organization. In addition, goBalto may collect information from sources other than you and may take other actions to confirm your authority to act on behalf of a company or organization in connection with the Service. goBalto may suspend or terminate your access to the Service and your account if goBalto has reason to believe that you are not authorized to act on behalf of a company or organization for whom you claim to be acting in connection with the Services.

goBalto will provide you with use of the Service via the Site, including web user interface, data encryption, transmission and storage. goBalto may, from time to time, add new services and features to the Services. These new services and features will be included on the Site, and the use of new services will be governed by this agreement. You are required to provide your own computer Internet connectivity, browser and any peripherals.

You are responsible for all User activity and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of those related to data privacy, international communications and the transmission of technical or personal data.

## **Payment**

You shall pay all fees specified in all Order Forms hereunder. Except as otherwise provided, all fees are quoted and payable in United States dollars. All fees paid by Users in connection with the Service are non-refundable. goBalto may charge Users interest on any payments that are not paid when due hereunder at the rate of one and a half percent (1.5%) per month from the date such payments were due. goBalto may suspend or terminate a User's access to the Service if such User fails to pay goBalto any fees in the time periods required hereunder.

Unless otherwise stated, goBalto's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). You are responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on goBalto's net income or property. If goBalto has the legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless you provide goBalto with a valid tax exemption certificate authorized by the appropriate taxing authority.



## **Eligibility**

This Service is intended solely for users who are 18 years of age or older. Any registration by, use of or access to the Service by anyone under 18 is unauthorized and in violation of these Terms of Service. By using the Service, you represent and warrant that you are 18 years of age or older.

## **Privacy**

Use of the Service is also governed by our Privacy Policy, a copy of which is located [here](#). By using the Service, you agree to the terms of the Privacy Policy and to have the data you submit to the Site transferred to and processed in the United States.

## **Proprietary Rights in Site Content; Limited License**

All content and technology on the Site and otherwise available through the Service, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement (the "Site Content"), including all intellectual property rights thereto, are the proprietary and exclusive property of goBalto, its users or its licensors. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms of Service, provided that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Authorized Users may access and use the Site and the Site Content and download or print a reasonable number of copies of portions of the Site Content to which the User has properly gained access solely for the User's internal use, provided that the User maintains all copyright or other proprietary notices on all copies of such Site Content. Except for your own User Content, you may not publish or otherwise distribute Site Content, including via the Internet or any intranet or extranet site, or incorporate the Site Content in any other database or compilation. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Site Content. Any use of the Site or the Site Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the Service and the Site Content granted herein. All rights of goBalto or its licensors that are not expressly granted in these Terms of Service are reserved to goBalto and its licensors.

## **User Content Posted on the Site**

You are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and right to use of all content, messages, notes, text, information, listings, and any other content that you upload, publish or display (hereinafter, "post") on or through the Service, or transmit to or share with other Users (collectively, "User



Content"). You may not post, transmit, or distribute User Content that you did not create or that you do not have permission to post.

When you post User Content to the Site, you grant, and you represent and warrant that you have the right to grant, to goBalto an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use such User Content for purposes of providing and operating the Service which includes sharing User Content with parties whom have the appropriate access permissions as granted via the system security access.

### **Intellectual Property Rights; Trademarks**

goBalto is the sole owner of all right, title and interest, including all related intellectual property rights, in and to the Service and technology and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the technology, the goBalto logo, or the intellectual property rights owned by goBalto.

"GOBALTO" and other goBalto graphics, logos, designs, page headers, button icons, scripts and service names are the trademarks, trademarks or trade dress of goBalto in the U.S. and other countries. You may not use goBalto's trademarks and trade dress, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that goBalto endorses any product or service. You may not reproduce or use goBalto's trademarks or trade dress without the prior written permission of goBalto.

### **User Conduct**

You agree to use the Service in compliance with these Terms of Service. You may use this Service only for your own lawful business purposes. You may not use this Service in any manner that could damage, disable, overburden or impair our servers or networks or interfere with another party's use of the Service. You represent and warrant that: (i) your use of the Service will be in compliance with all applicable laws (including the General Data Protection Regulation); (ii) you will be responsible for any compliance obligations arising out of your use of the Service; and (iii) the User Content and all other content submitted to the Service through your account or otherwise posted, transmitted, or distributed by you on or through the Service will not violate or infringe upon any applicable laws or the rights of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights) and that such content shall not contain libelous, defamatory or otherwise unlawful material.



In addition, you agree not to do any of the following in connection with your use of the Service:

- use automated scripts to collect information from or otherwise interact with the Service;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
- upload, post, transmit, distribute or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation;
- upload, post, transmit, distribute or otherwise make available any material that contains software viruses, worms, Trojan horses or any other harmful computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense;
- use or attempt to use another's account, service or system without authorization from goBalto, or create a false identity on the Service;
- use the Service in a manner that may create a conflict of interest or undermine the purposes of the Service, such as trading reviews with other Users or writing or soliciting shill reviews;
- attempt to gain unauthorized access to the Service or its related systems or networks;
- copy, modify, adapt, translate, or reverse engineer any portion of the Site, its content or materials and/or the Service
- remove any copyright, trademark or other proprietary rights notices contained in or on the Site and/or Service; or
- reverse engineer or access the Service in order to build a competitive product or service or to build a product using similar ideas, features, functions or graphics of the Service, or copy any ideas, features, functions or graphics of the Service.

### **Third Party Websites and Content**

The Site contains (or you may be sent through the Service) links to other web sites ("Third-Party Sites") as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third-Party Sites and Third-Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Sites accessed through the Site or any Third-Party Content posted on, available through the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third-Party Sites or the Third-Party Content.



Inclusion of, linking to or permitting the use of any Third-Party Site or any Third-Party Content does not imply approval or endorsement thereof by goBalto. If you decide to leave the Site and access the Third-Party Sites or to access or use any Third-Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

## **Disclaimers**

goBalto is not responsible or liable in any manner for any User Content or Third-Party Content posted on the Site or displayed in connection with the Service. Although we provide rules for user conduct and postings, we do not control and are not responsible for what users post, transmit or distribute on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third-Party Content. goBalto is not responsible for the conduct, whether online or offline, of any User. The Service may be temporarily unavailable from time to time for maintenance or other reasons. goBalto shall have no responsibility for any interruption, delay in operation or transmission, theft or destruction of, unauthorized access to, or alteration of, User communications or any other content made available via the Service. Under no circumstances will goBalto be responsible for any personal injury or death resulting from the use of the Service, any User Content or Third-Party Content, or any use of products or services provided by Users.

THE SERVICE, INCLUDING ALL CONTENT THEREIN, IS PROVIDED "AS IS" AND GOBALTO DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SITE OR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. GOBALTO CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE OR THE SERVICE. GOBALTO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, TECHNOLOGY, CONTENT OR MATERIALS ON THE SITE OR THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE, OR ITS SERVERS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE FROM OR THROUGH THE SITE OR SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.





## **Limitation on Liability**

IN NO EVENT WILL GOBALTO OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICE (INCLUDING BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT), OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF GOBALTO IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, GOBALTO'S LIABILITY TO YOU OR ANY PART CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO GOBALTO FOR THE SERVICE IN THE SIX (6) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

## **Termination**

goBalto may terminate or suspend your account or ability to use the Service, in whole or in part, without notice as specified in this Terms of Service and in the event that (i) you fail to pay any fees due hereunder to goBalto when due, or (ii) you violate the Terms of Service or violate any other rules that govern the use of the Service.

goBalto may modify the Service, and all content, software and other items used or contained in the Service, at any time. References on the Service to any companies, organizations, products, or services, or other information do not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by goBalto.

You may terminate your goBalto account at any time by providing goBalto thirty (30) days written notice of termination to its corporate office headquarters. Your access to and use of the Service, including any content therein, may be prevented by goBalto at any time after your termination of your account.

## **Governing Law; Venue and Jurisdiction**

The laws of the State of California will govern these Terms of Service and any dispute that might arise between you and goBalto. You agree that any claim or dispute you may have against goBalto shall be resolved by a federal or state court located in San Francisco, California. You agree to submit to the personal jurisdiction of such courts for



the purpose of litigating all such claims or disputes and you hereby waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to such courts.

## **Indemnity**

goBalto shall defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against you by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; provided, that you (a) promptly give written notice of the Claim to goBalto; (b) give goBalto sole control of the defense and settlement of the Claim (provided that goBalto may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provide to goBalto, at goBalto's cost, all reasonable assistance.

You agree to defend, indemnify and hold goBalto harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content you post or distribute on or through the Service, your use of the Service, your interactions with other Users of the Service, or any violation of these Terms of Service or of any law or the rights of any third party.

## **Miscellaneous**

This agreement may not be assigned by you without the prior written approval of goBalto. These Terms of Service constitute the entire agreement between you and goBalto regarding the use of the Service and supersede any prior agreements between you and goBalto relating to your use of the Service, unless you have entered into a separate software as a service ("SaaS") agreement with goBalto. The failure of goBalto to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Service is determined to be unlawful, void or for any reason unenforceable, such determination shall not affect the validity and enforceability of any of the remaining provisions.

These terms are effective as of **May 9, 2018**.