



## Terms of Service

**Effective Date: February 5th, 2018**

This Terms of Service constitutes a legally binding agreement between you (“you” or “Subscriber”) and Humble Labs, Inc., a Delaware Corporation dba Humble Dot (“we” or “HUMBLE DOT”) governing your use and access to humbledot.com (the “Platform”) and the software and services made available through the Platform (collectively the “Services”).

By clicking the “I Agree to the Terms of Service and Privacy Policy” box or (i) accessing or using any part of the Platform or (ii) initiating any transaction on the Platform, you agree to be bound by these Terms of Service.

**These Terms of Service includes provisions for binding arbitration on an individual basis – which includes a waiver of a right to a jury trial or a right to file a class action.**

1. **Definitions.** The following terms shall be capitalized throughout these Terms of Service and shall be defined as follows:
  - a. **Authorized Users.** The term “Authorized Users” refers to all individuals invited and otherwise authorized by Subscriber to access and use the Services through your HUMBLE DOT account.
  - b. **Content.** The term “Content” shall mean any and all text, data, code, software, graphics, information, images, audio, visual or audiovisual combinations or other materials submitted, uploaded, imported, communicated or exchanged with Subscriber to facilitate the provision of Services under these Terms of Service.
  - c. **Subscriber Data.** The term “Subscriber Data” refers to any Content submitted, uploaded, imported, integrated, communicated or exchanged through the Platform by Subscriber or its Authorized Users.
  - d. **Service Data.** The term “Service Data” means the aggregated, processed, derivative, statistical and/or other benchmark data generated and/or extracted from Subscriber Data, Content and metadata by HUMBLE DOT for analytics and other information processing and purposes.
  - e. **Subscription.** The term “Subscription” refers to the subscription plan purchased by Subscriber on the Platform.
  - f. **Subscription Fees.** The Term “Subscription Fees” refers to the fees associated with the Subscription Services.

2. **Services.** HUMBLE DOT will provide Services to Subscriber in accordance with the terms and conditions of the Subscription selected by Subscriber on the Platform. HUMBLE DOT may from time to time issue updated versions of its software and Services. You consent to such automatic updates and agree that these Terms of Service will apply to all such updates.
3. **Your HUMBLE DOT Account.** To be eligible to use the Services, you must be at least 18 years of age and/or have legal capacity to enter into a binding contract in your country of residence, establish an online account and accept these Terms of Service. In establishing an account, you consent to receive all communications with regard to any activity related to the Platform and/or Services by email, in-platform notifications, or other form of electronic or digital communications.
4. **Account Security.** Access by Subscriber and Authorized Users shall be subject to the terms and conditions of these Terms of Service. Subscriber shall be responsible for maintaining the confidentiality and security of account login information and is responsible for any and all activities that occur under Subscriber's account. Subscriber must immediately notify HUMBLE DOT at [info@humbledot.com](mailto:info@humbledot.com) of any change in authorization, any unauthorized use of your account or username, or other account related security breach of which you are aware. ***HUMBLE DOT shall not be liable for any loss or damage arising from the failure of any user to keep your password or account secure.***
5. **Authorized User Access.** For all Authorized User's communications, Subscriber shall be responsible:
  - a. **Policy and Practices:** For establishing and communicating Subscriber's policy and practices regarding Authorized User's access and utilization of the Services, including the use and dissemination of the unique URLs generated by Humble Dot. **This includes, but is not limited to, notice that Authorized Users should not share URL with any other third party;** and
  - b. **Disabling Authorized User Accounts:** In the event an Authorized User is no longer employed by Subscriber or is no longer eligible to access the Services, Subscriber must disable an Authorized User under Subscriber's team member page to ensure communications are no longer sent. **Until Subscriber disables an Authorized User, Authorized Users will continue to receive team-related communications through the Service.**
6. **Use Restrictions.** Subscriber will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services. Subscriber will not make the Services available for the benefit of any third party, or sell, resell, license, sublicense, distribute, rent or lease the Services to any third party for any purpose, commercial or otherwise.
7. **End User License Agreement.** HUMBLE DOT hereby grants Subscriber a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license during the Subscription Term to access and utilize the Services pursuant to the terms of the Subscription Plan purchased by Subscriber. Unless otherwise stated herein, nothing in these Terms of Service

or use of the Platform and Services gives Subscriber or its Authorized Users a right or license to use any of HUMBLE DOT's copyrights, trade names, trademarks, service marks, logos, domain names, or any other intellectual property rights.

- 8. Service Data Ownership.** Humble Dot expends significant resources gathering, assembling, and compiling the Service Data and such Service Data constitutes an original compilation protected by US copyright laws. HUMBLE DOT shall retain all right, title and interest to any Service Data created, generated and/or derived from your use of the Services. HUMBLE DOT shall retain the unrestricted right, in its sole and absolute discretion, to utilize such Service Data for any purpose whatsoever, both commercial and non-commercial, without compensation or accounting to you. If HUMBLE DOT does not automatically own any Service Data upon its creation, you hereby assign all right, title and interest in and to such Service Data to HUMBLE DOT.
- 9. Subscriber Data License.** Subscriber hereby grants to HUMBLE DOT a non-exclusive, perpetual, sublicenseable, irrevocable, royalty-free, worldwide right and license to collect, process, store, host, copy, transmit, display, distribute, disseminate, modify, and create derivative works of any and all Subscriber Data for (a) the purposes of providing the Services, and (b) to perform analytics or other statistical or benchmark analysis on anonymized Service Data at the aggregate level.
- 10. Trademark/Logo License.** Subscriber grants to HUMBLE DOT a license to use Subscriber's company name, logo and/or relevant trademarks ("Properties") (a) to market and promote the Services, and/or (b) upon Subscriber's request, to customize Subscriber's dashboard or Service-related communications to Authorized Users with its own company names and applicable logos. This includes the worldwide right to copy, translate, broadcast, transmit, distribute, exhibit, perform, publish and display the Properties as incorporated into HUMBLE DOT's marketing and promotional materials. **Permission to use the Properties may be terminated at any time upon thirty (30) days prior written notice to HUMBLE DOT at [info@humbledot.com](mailto:info@humbledot.com).**
- 11. Feedback License.** We consider any suggestions, ideas, proposals testimonials or other material submitted by users, whether solicited or unsolicited, (collectively, the "Feedback") to be non-confidential and non-proprietary. We shall not be liable for the disclosure, use or exploitation of such Feedback. You hereby grant to HUMBLE DOT a worldwide, non-exclusive, perpetual, irrevocable, royalty-free and transferable right and license to incorporate, use, publish and exploit the Feedback for any purpose whatsoever, commercial or otherwise, without compensation or accounting.
- 12. Free Trial.** If Subscriber has initiated a free trial subscription ("Free Trial"), the Subscription Services will be available to Subscriber free of charge until earlier of (a) the date on which your Free Trial subscription expires or is terminated, or (b) the start date of your paid Subscription plan. Paid Subscriptions are subject to the terms and conditions in effect upon purchase of the applicable Subscription.
- 13. Subscription Fees and Term.**

- a. **Payment:** You expressly authorize us to charge the applicable Subscription Fees pursuant to the authorized payment method selected by you on the Platform.
- b. **Late Payments.** In the event HUMBLE DOT is unable to process payment of the applicable fees, HUMBLE DOT reserves the right to suspend or terminate services for payments that are more than fifteen (15) days past due. Past due payments will accrue interest at the greater of 1.5% monthly or the highest interest rate allowable under applicable law.
- c. **Subscription Term:** The term of the subscription will commence on the date the Subscription is purchased and shall continue for the periodic subscription term chosen by you on the Platform (“Subscription Term”), and any renewal thereof, until terminated pursuant these Terms of Service.
- d. **No Refunds:** Fees paid on (a) a periodic basis for a Subscription Term or (b) an annual basis in order to receive offered discounts in consideration of the full payment of such Subscription Fees **will not be prorated** upon cancellation and/or termination and all fees paid through the date of termination are **nonrefundable**.

**14. Subscription Automatic Renewal.** YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION TERM FOR A SUBSEQUENT SUBSCRIPTION TERM. YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

- a. **Notice of Cancellation Required.** You agree that we may **automatically** renew your subscription and charge your account on the last day of your Subscription Term (the “Renewal Date”), unless you cancel your subscription before the Renewal Date.
- b. **Payment and Price:** The renewal payment is due on the Renewal Date and will automatically be charged to the payment mechanism utilized by you for the original Subscription or the most recent renewal. The renewal price will be the current rate then in effect at the time of renewal. You will receive a notice prior to renewal of any changes in Subscription Fees or these Terms of Service.
- c. **How to Cancel Automatic Renewal.** If you do not want to renew, you must cancel your subscription by email and dashboard (if available) prior to the Renewal Date.

**15. Termination.**

- a. **Automatic Termination.** These Terms of Service shall automatically terminate upon the bankruptcy or insolvency of either party.
- b. **Breach.** Either party may terminate these Terms of Service if the other party breaches any material provisions of these Terms of Service.
- c. **Survival:** The following Sections survive termination of these Terms of Service: Individual Arbitration, Feedback License, Subscriber Promotional License, Subscriber Data License, Confidentiality & Non-Disclosure, Disclaimer of Warranties, Disclaimer of Third Party Conduct, Limitation of Liability, Indemnity, and Governing Law.

**16. Confidentiality & Non-Disclosure.** HUMBLE DOT may have access to Subscriber’s confidential and proprietary Subscriber Data in providing and supporting the Services to Subscriber. (“Confidential Information”). HUMBLE DOT shall not disclose any Confidential Information to any third party for any reason without your prior written consent. HUMBLE DOT will not disclose any Confidential Information to any person or entity other than its employees or agents/third parties who have a need to know about such information in order to provide the Services. In the event HUMBLE DOT is requested or required by legal process to disclose any of the Confidential Information, HUMBLE DOT shall, to the extent not prohibited by applicable

law, give you prompt notice so that you may seek a protective order or other appropriate relief prior to any such disclosure.

- 17. Security and Privacy.** HUMBLE DOT shall protect the security of Confidential Information pursuant to commercially acceptable standards, but in no case less than reasonable care. HUMBLE DOT will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Confidential Information in accordance with its [Security Policy](#). HUMBLE DOT will only use personal information in accordance with its [Privacy Policy](#).
- 18. Backup Data Responsibility.** **It is Subscriber's responsibility to backup all Subscriber Data in order to preserve such Subscriber Data in the event of termination or to otherwise prevent potential data loss.**
- 19. Representations and Warranties.** Subscriber represents and warrants that Subscriber is at least 18 years of age and/or has the legal capacity to form a binding contract in Subscriber's country of residence. If Subscriber is registering on behalf of a corporate entity, Subscriber represents and warrants that he/she is authorized to enter into, and bind the entity to, these Terms of Service.
- 20. Export Compliance.** Services may be subject to export laws and regulations of the United States and other jurisdictions. Subscriber represents and warrants that it is not named on any U.S. government denied-party list. Subscriber shall not permit access or use any Services in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.
- 21. Individual Arbitration.** EXCEPT AS OTHERWISE STATED HEREIN, any claim or controversy with HUMBLE DOT arising out of or relating to the Platform, Services and/or these Terms of Service (including its formation, interpretation, performance and breach) shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, excluding any rules or procedures governing or permitting class actions. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Federal Arbitration Act shall govern the interpretation and enforcement of these Terms of Service.

ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ON AN INDIVIDUAL BASIS ONLY. THE PARTIES EXPRESSLY **WAIVE** THEIR RIGHT TO FILE OR JOIN A CLASS ACTION OR PRIVATE ATTORNEY GENERAL ACTION, OR TO CONSOLIDATE THEIR ARBITRATION WITH OTHER ARBITRATIONS. YOU ARE **WAIVING YOUR RIGHTS** TO HAVE YOUR CASE DECIDED BY A **JUDGE OR JURY**. IF ANY PROVISION OF THIS ARBITRATION AGREEMENT IS FOUND UNENFORCEABLE, THE UNENFORCEABLE PROVISION SHALL BE SEVERED AND THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE.

The AAA's rules, as well as forms for initiating arbitration proceedings, are available at [www.adr.org](http://www.adr.org). When initiating a request to arbitrate with the AAA, you must also send a copy of the completed form to: [info@humbledot.com](mailto:info@humbledot.com).

**Exception – Small Claims Court Claims.** Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in small claims courts for disputes or claims within the scope of that court's jurisdiction.

**22. DISCLAIMER OF WARRANTIES: TO THE EXTENT PERMITTED BY APPLICABLE LAW,** THE PLATFORM AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THESE TERMS OF SERVICE, INCLUDING ANY FREE TRIAL SERVICES OR "BETA" RELEASES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HUMBLE DOT DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR SERVICES **(I)** WILL BE UNINTERRUPTED, TIMELY OR SECURE, **(II)** WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, **(III)** WILL MEET YOUR REQUIREMENTS, OR **(IV)** WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. **EXCEPT WHERE PROHIBITED BY LAW,** HUMBLE DOT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON THE PLATFORM, INFORMATION, CONTENT, MATERIALS, PRODUCTS, AND SERVICES.

**23. DISCLAIMER OF THIRD PARTY CONDUCT:** HUMBLE DOT DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES (INCLUDING AUTHORIZED USERS) IN CONNECTION WITH OR RELATED TO YOUR USE OF THE PLATFORM OR SERVICES. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, HUMBLE DOT MAKES NO WARRANTIES** REGARDING THIRD PARTY SERVICES, ACTIVITY, GOODS, RESOURCES AND INFORMATION INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON SUCH THIRD PARTY SERVICES, GOODS, RESOURCES OR INFORMATION.

**24. LIMITATION OF LIABILITY.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM AND SERVICES IS AT YOUR SOLE RISK. **TO THE EXTENT PERMITTED BY APPLICABLE LAW,** NEITHER HUMBLE DOT NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM OR SERVICES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, SECURITY BREACH, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE PLATFORM AND SERVICES, EVEN IF HUMBLE DOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **TO THE EXTENT**

**PERMITTED BY APPLICABLE LAW**, IN NO EVENT WILL HUMBLE DOT'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR OF THE INABILITY TO USE, THE PLATFORM OR SERVICES, EXCEED THE FEES PAID TO HUMBLE DOT IN THE **THREE (3) MONTHS** PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM, WHICHEVER IS GREATER.

**25. INDEMNITY.** To the maximum extent permitted by law, Subscriber agrees to indemnify, defend and hold harmless HUMBLE DOT, and its subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, volunteers, attorneys, managers, licensors, business partners and each of their respective successors and assigns (the "Indemnified Parties") from and against all damages, losses, liabilities, claims, expenses, fees or costs (including, without limitation, reasonable attorneys' fees and costs) incurred in connection with any claim, demand or action brought or asserted against any of the Indemnified Parties arising out of or relating to Subscriber's **(i)** use of the Platform or Services **(ii)** breach of these Terms of Service, **(iii)** violation of any third party right, including without limitation any intellectual property right, publicity, property or privacy right, and/or **(iv)** a breach of Subscriber's representation or warranties under these Terms of Service.

**26. Miscellaneous Provisions:**

- a. **Severability.** The validity or unenforceability of any provision of these Terms of Service shall not affect the validity or enforceability of any other provision of these Terms of Service.
- b. **Modifications.** No modification of these Terms of Service shall be effective unless it is in writing and either signed by an authorized representative of Humble Dot or posted on this Platform by Humble Dot.
- c. **Choice of Law.** These Terms of Service shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to or application of California's conflict of law principles. The parties consent to the jurisdiction of the State of California, and venue in the **County of San Francisco**, with regard to any controversy or claim arising out of or relating to these Terms of Service, or the breach thereof.
- d. **Assignment.** Subscriber shall not assign any of the rights or obligations under these Terms of Service without the prior written consent of Humble Dot. However, consent is not required for an assignment of these Terms of Service in connection with a change of control, merger, stock transfer, sale or other disposition of substantially all the assets of Subscriber's business.
- e. **Successors and Assigns.** These Terms of Services are binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- f. **No Waiver.** No failure or delay by a party exercising any right, power or privilege under these Terms of Service will operate as a waiver thereof.
- g. **No Agency.** No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by these Terms of Service.
- h. **Interpretation.** Headings are for reference purposes only and do not limit the scope or extent of such section.
- i. **Notices.** All notices required or permitted to be given under these Terms of Service will be in writing and delivered to: HUMBLE DOT at info@humbledot.com or Suite 488, 1355 Market

Street, San Francisco, California, 94103 and Subscriber at email account associated with Subscriber's HUMBLE DOT account.

- j. **Entire Agreement.** These Terms of Service comprises the entire agreement between the parties and supersedes all prior or contemporaneous agreements, written or oral, between the parties regarding the subject matter contained herein.