

Terms of Use

THESE TERMS OF USE (“TERMS”) PERTAIN TO THE SERVICE (“SERVICE”) OFFERED THROUGH SUBMITTABLE.COM (“SITE”) BY SUBMITTABLE HOLDINGS, INC (“COMPANY” OR “WE” OR “US”). PLEASE READ THE TERMS OF USE CAREFULLY. BY THIS USING THIS SITE, YOU AGREE TO THESE TERMS. IF YOU ARE USING THIS SITE ON BEHALF OF AN ENTITY, COMPANY OR OTHER ORGANIZATION (“ORGANIZATION”), YOU AGREE THAT YOUR USE OF THIS SITE ALSO BINDS YOUR ORGANIZATION AND IN SUCH EVENT, “YOU” ALSO MEANS YOUR ORGANIZATION. IF YOU OR YOUR ORGANIZATION DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE SUBMITTABLE.COM.

Account Terms

1. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
2. You must provide a valid email address, and any other information requested in order to complete the signup process.
3. You are responsible for maintaining the security of your account and password. We are not liable for any loss or damage resulting from you sharing or otherwise making known to others your credentials for accessing your account. You are liable for all actions taken through use of your account and/or password. You must notify us immediately if you suspect any unauthorized use of your account or access to your password.
4. You are responsible for all content posted or otherwise made available by you in connection with the Service (“Content”)
5. Users have a non-transferable, non-exclusive license to access this Site, to view information contained at this Site, and to use the Service. You agree not to use the Site for any unlawful purpose. Additionally, you will not in any way access, use, or copy any portion of the Site, the Service or its features to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with our products and services or to disparage us or our products or services.
6. You agree not to rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market, or transfer the Site or any portion thereof. You agree not to copy, reverse engineer, translate, port, modify or make derivative works of any portion of the Site. Tampering with the Site or the Service, misrepresenting the identity or age of a user, using buying agents or conducting fraudulent activities on the Site or through the Service are prohibited.

Cancellation and Termination

1. At our sole discretion we reserve the right to suspend or terminate your account and refuse access to or use of the Service for any reason at any time. Such termination of the Service may result in the deactivation or deletion of your Account or your access to your account, and the forfeiture and relinquishment of all content in your account. We reserve the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

1. We reserve the right at any time to temporarily or permanently modify or discontinue the Service (or any part thereof) without notice.
2. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Ownership and Intellectual Property

1. We own the Site, the Service and all intellectual property rights associated with them. Users have a non-transferable, non-exclusive license to access this Site, to view information contained at this Site, and to interact with the Site. You retain rights to your Content and your Submission. By submitting any material including Content to any Public area of the Site (including, but not limited to, blog, user commenting, social media), you automatically grant, or warrant that the owner of such material has expressly granted, us the royalty-free, worldwide, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, display, translate and distribute such content, in whole or in part and/or to incorporate it in other works in any form, media or technology now known or hereafter developed. You permit the Site to present and store your Content and make Content available to companies to whom you have submitted Content. You retain Ownership of Content unless you give express, written consent to an Organization to use Content in any form.
2. All logos and trademarks appearing on the site are the property of their respective owners.
3. DMCA. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Submittable will promptly process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Submittable's Copyright Agent at _____ .com (subject line: "DMCA" Takedown Request"). You may also contact us by mail or facsimile at:
 - A description of the copyrighted work that you claim has been infringed and a description of where such work is located on the Site;
 - Your name, address, telephone number, and e-mail address;
 - A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

Data

1. We strive to maintain accurate and current data, but because of the methods in which data is received and derived, we cannot guarantee accuracy and completeness of the content.
2. Our data is supplied through recorded media and through the internet. In cases where data is received through the Internet, we cannot guarantee Service will be operational 24 hours a day, 7 days a week to supply current data. Therefore, the data is provided as reference only and the Service must not be employed in operational use. Caution and discretion is advised.
3. Our servers may experience planned or unplanned down time and may not be available 24 hours a day, 7 days a week.

Use of the Service and Site

Illegal Use

The transmission, distribution, retrieval or storage of any data or other material in violation of any applicable law or regulation is prohibited. This includes, without limitation, data or other material which:

- a. Infringes any copyright, trademark, trade secret, patent or other intellectual property.
- b. Constitutes an illegal threat made against any person or organization.
- c. Violates export control laws or regulations.
- d. Is obscene, pornographic, indecent, or defamatory.
- e. Constitutes an attempt to defraud others.

Forgery

Neither the Site nor the Service may be used in a manner which purposely alters or forges any user's identity. Users may not engage, without limitation, in the following activities:

- a. Sending any message or transmitting any electronic communication using a name or address other than user's own for purposes of deception.
- b. Impersonating someone else by altering user's source IP address or by using forged headers or other identity information.
- c. Fraudulently concealing, forging or otherwise falsifying user's identity in connection with any use of the web site(s) or services.

Security

Neither the Site nor the Services may be used to violate system or network security; such behavior may result in criminal or civil liability. No user may engage in the following activities:

- a. Gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.
- b. Engaging in any activities that may interfere with the ability of others to access or use the Site, the Services or the Internet (i.e., Denial of Service attacks).
- c. Monitoring any data, information or communications on any network or system not owned by user without authorization.
- d. Gaining unauthorized access to the user accounts or passwords of other users of any system.
- e. Attempting to intercept, redirect or otherwise interfere with communications intended for others.
- f. Knowingly transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or “spyware” programs.

We will take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of providing our services to you as well as the risk, likelihood and severity of harm to your rights and freedoms when choosing to implement appropriate technical and organizational security measures. We may implement the following as appropriate:

- a. Utilizing encryption;
- b. Conducting audits of ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c. Performing scans when restoring availability and access to personal data in the event of a physical or technical incident;
- d. testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

E-Mail

Neither the Site nor the Services may be used to distribute electronic mail in an improper or illegal manner. Users may not engage, without limitation, in the following activities:

- a. Transmitting unsolicited mass or commercial e-mail (i.e., spamming) for any purpose.
- b. Enlisting a third party to transmit unsolicited e-mail on the user’s behalf.
- c. Collecting responses from unsolicited mass or commercial e-mail, or advertising any website or the user’s identity in such e-mail.
- d. Transmitting a large amount of e-mail to a recipient with the intent to disable their system (i.e., mailbombing).
- e. Using another party’s electronic mail server to relay e-mail without express permission.
- f. Any e-mail message containing informational or commercial content is considered unsolicited unless it is sent to a recipient who expressly requested receipt of such e-mail via an “opt-in” process. It is each user’s responsibility to prove that the recipient explicitly requested inclusion on an e-mail list by direct action, preferably with evidence of confirmation by the recipient (i.e. “double opt-in”). In the absence of positive, verifiable proof to the contrary, we will consider a complaint by an e-mail recipient to be

de-facto proof that the recipient did not request the e-mail about which a complaint was generated.

Hosting

1. We utilize a third party to provide hosting for the Service and reserve the right to change providers.
2. All access to the Services will be subject to the terms and conditions required by the Hosting Provider ("Hosting Provider Terms"). All Hosting Provider Terms (including those for EC2 which are found at <http://aws.amazon.com/agreement>, and for Facebook, which can be found at <http://www.facebook.com/legal/terms>, are incorporated herein by reference.
3. We request that third party hosting service providers provide sufficient guarantees that they implement appropriate technical and organizational measures in order to meet the requirements of our Privacy Policy and ensure the protection of your rights.

Indemnification

You agree to indemnify and hold us, our subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, cost, expense, claim, or demand, including without limitation, reasonable attorneys' fees, due or relating to or arising out of your use of the Site or Services and/or arising from a breach of the Terms and/or any breach of your representations and warranties set forth in the Terms and/or arising out of or relating to any Content that you post.

Disclaimer of Warranty; Limitation of Liability

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND THE SERVICE IS AT YOUR SOLE RISK. NEITHER WE, OUR AFFILIATES NOR ANY OF OUR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR THE SERVICE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SITE OR THE SERVICE. THE SITE AND THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE SITE OR THE SERVICE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THIS SITE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR (INCLUDING STRICT LIABILITY), NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER WE NOR OUR SUPPLIERS ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. IN NO EVENT WILL WE, OUR SUPPLIERS OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SITE OR THE CONTENT INCLUDED THEREIN, BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL

THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL USE OF AND CONTENT ON THE SITE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU FOR ACCESSING THIS SITE AND THE SERVICE AND (B) \$500.

Third Party Links

The content on the Site does not necessarily reflect the opinions or policies of our company or its officers. Profiles and third party applications created and posted by users on the Site may contain links to other websites. We are not responsible for the content, accuracy or opinions expressed on such websites, and such websites are not necessarily investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on the Site does not imply approval or endorsement of the linked website by us. When you access these third party sites, you do so at your own risk. We take no responsibility for third party advertisements or third party applications that are posted on or through the Site, nor do we take any responsibility for the goods or services provided by its advertisers. We are not responsible for the conduct, whether online or offline, of any user of the Site including, without limitation, any content posted by any user.

Monitoring

We have the right, but no obligation, to monitor the content and usage of the Site (including discussion spaces, chat rooms and forums), to, among other things, determine compliance with these conditions of use and any operating rules established by us and to satisfy any law, regulation or authorized government request. We also have the right and sole discretion to refuse to post or remove any material submitted to or posted on the site. Without limiting the foregoing, we have the right to remove any material that we in our sole discretion, find to be in violation of the provisions hereof or otherwise objectionable.

Spyware and Viruses

We assume no responsibility, and are not be liable for any damages resulting from any spyware or viruses that may infect your computer equipment or other property resulting from your access to, use of, or downloading of any materials, data, text, images, video, or audio from the site.

Amendments

We retain the right at any time to change or modify the terms and conditions applicable to use of the Site, the Services or any part thereof, or to impose new conditions, including, without limitation, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, without limitation, posting on the site, or by electronic or conventional mail, or by any other means. Any use of the Site or the Service by you after such notice shall constitute acceptance of such changes, modifications,

additions or deletions. Each time you use the Site you should visit and review the then current Terms that apply to your transactions and use of this Site.

Applicable Law

Those who access or use the Service from all jurisdictions, domestic and foreign, do so at their own volition and are entirely responsible for compliance with all applicable laws and regulations of that jurisdiction, including, but not limited to those related to creating and participating in contests, drawings, and sweepstakes.

Submissions

In connection with User Submissions, you agree that you will not: (a) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the legal owner to post the material and to grant Submittable all of the license rights granted herein; (b) publish falsehoods or misrepresentations that could damage Submittable or any third-party; (c) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, harmful to children, in violation of any third party's rights or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (d) post advertisements or solicitations of business; (e) submit or transmit any viruses, worms, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (f) violates Submittable's Acceptable Use Policy; (g) or impersonate another person. Submittable does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein, and Submittable expressly disclaims any and all liability in connection with User Submissions. Submittable does not permit copyright infringing activities and infringement of intellectual property rights on the Website or the Services, and Submittable will remove all Content and User Submissions if properly notified that such Content or User Submission infringes another's intellectual property rights. You acknowledge that Submittable and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse or remove Content and User Submissions without prior notice. Submittable also reserves the right to terminate a User's access to the Website and Services, if they are determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website and/or the Services more than twice. Submittable also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Submittable may, at its sole discretion, remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice.

Miscellaneous

These terms of use constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

The Terms will be construed, and their performance enforced, under the laws of Montana without reference to choice of law principles. Any dispute relating to the Terms or the Site may be litigated only in a court having jurisdiction and venue in Missoula County, Montana for state court causes of action and in the District of Montana for federal court causes of action. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Terms. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. We may assign the Terms, in whole or in part, to a related entity or to a third party.

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THE TERMS.

Software and other materials from this Site and the Service may also be subject to United States Export Control laws which prohibit the export of certain technical data and software to certain countries. You agree to comply with all applicable export laws.

Any business associates identified on this site are independent of us. The business associates are not joint ventures or our partners.