

TAGBOARD, INC. CUSTOMER TERMS OF SERVICE

Effective Date: January 24, 2025

IMPORTANT NOTICE: THESE CUSTOMER TERMS OF USE ARE SUBJECT TO MEDIATION AND BINDING ARBITRATION AND A WAIVER OF CLASS ACTION AND JURY TRIAL RIGHTS AS DETAILED IN THE DISPUTE RESOLUTION SECTION BELOW.

1. Introduction

These Customer Terms of Service (“**Customer Terms**”) describe your rights and responsibilities when using our interactive video graphics system and further govern your access to and use of the tagboard.com website and its subdomains, and all services provided by us that post a link to these Customer Terms (collectively, the “**Services**”). These Customer Terms, along with any Order Form or additional Terms, form the binding contract (“**Contract**”) between Customer and Tagboard, Inc. (“Tagboard,” “we,” “us” or “our”).

All references to “**you**” or “**your**” in these Customer Terms mean the person that registers for, accesses, or uses the Site or the Services as a Customer (as defined below). If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind that entity or organization, and such organization will also be considered a party to these Customer Terms and the Contract between Customer and Tagboard. If you are being invited as a team member set up by a Customer, the [User Terms of Service](#) (the “User Terms”) govern your access and use of the Services.

Our Services are not intended for those under the age of 16 – if you access our Services, you represent and warrant that you are at least 16 years of age.

2. Customers and Users

A “Customer” is the organization that you represent in agreeing to these Customer Terms. Your organization can modify and reassign roles on your account (including your role) and otherwise exercise its rights under the agreement. If Customer elects to replace you as the representative with ultimate authority for the account, we will 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 Customer.

The Services are an online platform/system to which access is provided to Customers which allows Authorized Users to send a Graphic or Display live on screen. The act of clicking “live” or “update live” is called a “Go Live”. Authorized Users may also trigger a “Featured Post” by curating a piece of real-time content, manually or automatically, from one of Tagboard’s data sources such as Share It, X, Instagram, Tiktok, Twitch, or YouTube.

Individuals authorized by Customer to access the Services through the Customer’s account (an “Authorized User”) may submit content or information to the Services, such as settings, posts or files (“Customer Data”), and Customer may exclusively provide us with instructions on what to do with it. For example, Customer may provide or revoke access to the Services, enable or disable third party

integrations, manage permissions, assign team members, or share social dashboards. Since these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data, please review the [Support Pages](#) for more information about these choices and instructions.

Customer agrees to (a) inform Authorized Users of all Customer and Tagboard 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 and other Customer personnel that are necessary to grant the rights and licenses in the agreement, if applicable, and for the lawful use and transmission of Customer Data and the operation of the Services. While we may review Customer conduct for compliance purposes, we have no obligation to do so.

3. Privacy Policy

Our [Privacy Policy](#) is incorporated into these Customer Terms by reference and constitutes a part of these Customer Terms. By using the Services, you indicate that you understand and consent to the collection, use, and disclosure of your personal information as described in our Privacy Policy. Our Privacy Policy provides additional options to opt out of the sharing of this information depending on the jurisdiction in which you reside.

4. Additional Terms

You may occasionally be asked to consent to policies or terms and conditions in addition to these Customer Terms, including but not limited to the terms of Affiliate Participation Agreements that we may have with a Merchant or Brand, or the Terms and Conditions for a particular activation. These additional terms may be referenced or linked in other documents. Please read any supplemental policies and terms carefully before making any use of such portions of the Site or Services. Any supplemental terms will not vary or replace these Customer Terms regarding any use of our Site or Services unless otherwise expressly stated. To the extent that additional rules and guidelines affect your use of our Services, those rules and guidelines are incorporated by reference into these Customer Terms.

5. Third Party Websites and Content

Our Services provide an open air, generally unmoderated aggregation of photographs, thoughts, links, posts, and similar information that illuminates, describes, collects, conglomerates and/or explains a particular subject or category of interest. Collectively, we call these aggregated materials "**Third-Party Platform Content**." Third-Party Platform Content includes materials from third-party websites, links to third-party websites, and third-party social networks that are not owned or controlled by Tagboard. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or the Source Platforms. In addition, Tagboard does not assume responsibility to censor or edit the content of any third-party site. By using the Services, you expressly relieve Tagboard from any and all liability arising from the Third-Party Platform Content and/or from your use of any third-party website. Accordingly, we encourage you to be aware when you view Third-Party Platform Content and/or leave Tagboard through such third-party links or otherwise that you must read and follow the terms and conditions and privacy policy of each other website or Networks that you visit.

Third-Party Platform Content is provided to you AS IS. You understand that when using the Services, you will be exposed to Third-Party Platform Content collected from a variety of sources, and that Tagboard is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that you may be exposed to Third-Party Platform Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Tagboard with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Tagboard, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Services.

Furthermore, your correspondence or business dealings with, or participation in promotions of, advertisers or third parties in or around the Third-Party Platform Content, including without limitation with respect to the payment and delivery of related products or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties and are not binding on us. You agree that we are not responsible or liable for any actions, losses, damages, liabilities, claims, judgments, costs or expenses of any nature or kind incurred as the result of any such dealings or as the result of the presence of such third parties on the Site, and you agree to indemnify us from and against any claims incurred as the result of any such dealings.

6. Source Platforms

Our Services include content created on, distributed by and licensed through third party platforms (collectively, the "Source Platforms") such as Facebook, Instagram, Tiktok, X/Twitter, Twitch, and YouTube. The number, availability and features of the Source Platforms change from time to time and we notify Customers of any changes that impact operational functions and content availability of our Services; however, these Source Platforms are not our Services, so we do not warrant, guarantee uptime or support the Source Platforms themselves, and, ultimately, Customer will decide which of the available Source Platforms to authorize and utilize within the Services. Any direct use of Source Platforms is solely between Customer and the applicable third-party platform provider. "Their," "theirs" and "them" currently refer to Source Platforms.

As a condition of use, every Source Platform requires that users accept their 'Terms of Service/Use' or 'Statement of Rights and Responsibilities' that gives the platform and its partners a license to share and display public user-generated content (such as likenesses, text, photos and videos). These partners include social aggregation, consent, and display platforms like Tagboard, who legally obtain the content through the Source Platforms' application programming interfaces (API's), and comply with their requirements for partnership – such as, including network logos and author avatars on all posts. In addition to this explicit right, the Services only ingest social posts which have been marked as Public and remain on the Source Platform.

The Source Platforms allow for Tagboard's use of their content. Don't take our word for it though. Here are excerpts from, and links to, complete terms from select Source Platforms:

- **Facebook:** "Specifically, when you share, post, or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy,

publicly perform or display, translate, and create derivative works of your content (consistent with your [privacy](#) and [application](#) settings). This means, for example, that if you share a photo on Facebook, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as Meta Products or *service providers* that support those products and services.” <https://www.facebook.com/legal/terms>.

- **Instagram:** “When you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, *publicly perform or display*, translate, and create derivative works of your content (consistent with your privacy and application settings).” https://help.instagram.com/350562574791105?helpref=faq_content.
- **TikTok:** “You or the owner of your User Content still own the copyright in User Content sent to us, but by submitting User Content via the Services, you hereby grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorise other users of the Services and other third-parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented.” <https://www.tiktok.com/legal/page/us/terms-of-service/en>.
- **X, Formerly known as Twitter:** “By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed) for any purpose. For clarity, these rights include, for example, curating, transforming, and translating. This license authorizes us to make your Content available to the rest of the world and to *let others* do the same.” <https://x.com/en/tos#current>.
- **YouTube:** “By providing Content to the Service, you grant to YouTube a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and YouTube’s (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service. ... You also grant each other user of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service (such as video playback or embeds). For clarity, this license does not grant any rights or permissions for a user to make use of your Content independent of the Service.” <https://www.youtube.com/t/terms#c3e2907ca8>.

7. Ownership and Proprietary Rights; Submitted Materials

You, or the people who allow you to use their content, own all of the content you Post using the Services. However, we may use it for any purpose, including in our marketing materials. We may also modify your content to make it work better. You represent and warrant that the posting and use of your Photos, including to the extent such Photos include your name, username, likeness, voice, or photograph, does not violate, misappropriate or infringe on the rights of any third party, including,

without limitation, privacy rights, publicity rights, copyrights, trademark and other intellectual property rights.

In addition, we may collect information, including Personal Data, from Customer's customers or Authorized Users. 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 the Contract, Customer (for itself and all of its Authorized Users) grants us and the Tagboard Extended Family a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer Data only as reasonably necessary (a) to provide, maintain and improve the Services; (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. Additional discussion of data subject rights is in the [Privacy Policy](#).

However, all individual user generated content creators (such as social media posters or video submitters) own and will continue to own their UGC that is available within the Services unless Customer obtains explicit written consent and full release of ownership rights from the content creator. This ownership does not prohibit public display of the UGC within the standard use cases of the Services. For guidance on special cases, please refer to our [Support Pages](#).

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 for Customer and its Authorized Users to use the object code version of these components, but solely as necessary to use the Services and in accordance with the Contract and the User Terms. All of our rights not expressly granted by this license are hereby retained.

a. Submitted Materials

Unless specifically requested, Tagboard does not wish to receive any confidential, proprietary, or trade secret information from you via the Services (including via contact email or forms made available on the Site). You remain fully responsible for the materials or submissions that you provide to use, including, without limitation, any information, requests, creative works, pictures, photographs, idea submissions, suggestions, business plans, concepts, methods, systems, designs, plans, techniques, or demos in any media including photographs, graphics, audiovisual media or other material submitted, posted, uploaded, sent or otherwise transmitted to us through this Site, the S or via our social media ("**Submitted Material**"). Accordingly, if you send us any Submitted Material, you grant a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive, and fully transferrable, assignable, and sub-licensable right and license to use, copy, reproduce, publish, and display the Submitted Material in any media now known or hereinafter invented, including for commercial purposes. If you send Tagboard any Submitted Material, you also warrant that the Submitted Material is not confidential or secret and that the Submitted Material is owned entirely by you. If you send Tagboard any Submitted Material, you warrant that you have all rights necessary (including rights of privacy and rights of publicity) to authorize Tagboard to use Submitted Material as permitted by the license in this Section.

You agree not to provide Submitted Material that:

- Infringes on the copyright, trademark, patent or other intellectual property right of any third party;
- Is false, misleading, libelous, defamatory, obscene, abusive, hateful or sexually explicit;
- Violates a third party's right to privacy or publicity;
- Degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual orientation, disability or other classification;
- Contains epithets or other language or material intended to intimidate or incite violence;
- Contains a virus, worm, Trojan Horse, time bomb or any other harmful program or component;
- Contains any commercial material or solicits any funds (charitable or commercial), perpetuates chain letters or pyramid schemes, promotes commercial entities, or otherwise engages in commercial activity; or
- Violates any applicable local, state, national or international law, or advocates illegal activity.

Since Tagboard does not control the Submitted Material, we do not guarantee the truthfulness, integrity, suitability, or quality of any Submitted Material, and we do not endorse such Submitted Material or UGC. We are not obligated to use your Submitted Material and may delete, modify, reuse, move or remove any Submitted Material at any time. We do not guarantee any confidentiality with respect to any Submitted Material. Under no circumstances will Tagboard be liable in any way for Submitted Material made available through the Services by you or any third party.

Please note that the transmission of confidential, sensitive, privileged and/or financial information via email is not secure. Any confidential or personal information requested by Tagboard should be submitted securely via a file transfer protocol (FTP) or similar secure application or behind your account login. If you have any concerns about the transmission of such information, please contact us at support@tagboard.com for further instructions.

8. Moderation and Curation Responsibilities

Unless otherwise specified in an Order Form or Agreement between us and the Customer, all moderation and curation (selection for redisplay to online and to audiences) of UGC from Source Platforms shall be the sole responsibility of Customer; provided, however, that we have the right (but not the responsibility) to also perform moderation and curation of content that a reasonable person would find to be offensive, profane, disruptive, or otherwise damaging to Customer or us.

9. Publicity

Customer grants Tagboard 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, subject to Customer's standard trademark usage guidelines as provided to us from time to time. We don't want to list customers who don't want to be listed, so Customer may send us an email to support@tagboard.com stating that it does not wish to be used as a reference.

Customer has our express consent to publicly display and use the Services on Customer's digital properties and at live events. Customer has permission to use our trademarks and trade name, including on-screen and via presenter and/or voice-over call-outs, referring to the product as " Tagboard".

10. Payment Terms

For Customers that purchase our Services, fees are specified in the Order Form(s) and must be paid as specified. Payment obligations are non-cancelable and, except as expressly stated in the Contract, fees paid are non-refundable. For clarity, in the event Customer downgrades any subscriptions from a paid plan to a less expensive plan, Customer will remain responsible for any unpaid fees under the paid plan, and Services under the paid plan will be deemed fully performed and delivered upon expiration of the initial paid plan subscription term. 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.

Customer will keep its billing and contact information current at all times by notifying Tagboard of any changes. If any fees owed to us by Customer are thirty (30) days or more overdue, we may, without limiting our other rights and remedies, terminate the Customer's account.

11. Account Creation

To access and use the Site or Services, we may require you to first register for an account ("**Account**"). You agree to provide accurate, current, and complete information during the registration process, and to update such information to keep it accurate, current, and complete. If you create an Account, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer or device, and you agree to accept responsibility for all activities that occur under your registration, username, password, and/or Account. We therefore urge you not to share your Account credentials with anyone.

The Services require Source Platform access tokens for Authorized User logins, which are known to reduce the risk of unauthorized use of or access to the Services. At each login, Customer authorizes the Services ("Tagboard App") to access Source Platform content on behalf of Customer through an encrypted one-time access token, which provides temporary, secure access to Source Platform APIs. 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 access tokens. Additionally, Customer is responsible for all Source Platform 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.

12. Use of Account; Risk of Loss

Tagboard reserves the right to refuse service, cancel service orders, terminate accounts, or remove or edit content, in its sole discretion. If you use a Tagboard account, you agree, represent and warrant that you will provide us with true, current, complete and accurate information in connection with your use of the Services. You also represent that you are using your account for a lawful purpose – you may not use

your account or the Services for the purpose of committing or furthering fraudulent acts or for committing any acts that would give rise to both or either civil and criminal liability. You also agree to notify us immediately of any unauthorized access to or use of your account.

You agree not to access the Services by any means other than through a commercially available web browser. You are not permitted to upload material onto the Services that you should know or do know infringes on the intellectual property rights of others, and you may not upload material that places unnecessary load so as to affect the performance of the Services, or Tagboard systems and equipment. You may not use the Services in a manner that could block access to, impair, damage or otherwise disable any of our servers. You may not attempt to gain unauthorized access to other user's accounts, computer systems, or networks through password mining, keystroke logging, hacking, or any other means. You will not upload any files that contain viruses, Trojan horses, malware, spyware, worms, corrupted files, or any other material or software that may damage the operation of another computer. All materials uploaded are subject to applicable federal, state, and international laws.

We will use commercially reasonable efforts to keep our Services available at the level set forth in our Service Level Agreement.

13.Choosing to Be an Innovative Partner

Occasionally, we look for innovative partners to help us test new features. These features will be identified as "beta" or "labs" 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. 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.

14.Feedback Is Welcome

The more suggestions our customers make, the better the Services become. If Customer sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so Customer grants us (for itself and all of its Authorized Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel. If we choose not to implement the suggestion, please don't take it personally. We appreciate it nonetheless.

15.Intellectual Property

This Service contains content that is protected by copyrights, trademarks, service marks, trade dress, patents, moral right, or other proprietary rights under the intellectual property laws of the United States and other countries ("**Content**"), and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. Unless otherwise provided in these Customer Terms or otherwise indicated on our website or Services, Tagboard or its third-party licensors own all Content including, without limitation, all videos, text, graphics, user interfaces, visual interfaces, photographs, moving images, illustrations, files, trademarks, logos, service marks, artwork, computer code, design, structure, selection, coordination, "look and feel" and arrangement of such Content. All

trademarks displayed on our website are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of such parties. In addition, any use of trademarks or links to the websites of third parties is not intended to imply that those third parties endorse or have any affiliation with Tagboard.

16. Claims of Infringement

Tagboard respects the intellectual property of others and requires that you do the same. If we believe that there is a violation of the Agreement that can simply be remedied by Customer's removal of certain UGC or Customer Data, 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.

In accordance with the Digital Millennium Copyright Act ("DMCA"), the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Tagboard will respond expeditiously to notices of alleged copyright infringement that are duly reported to its Designated Copyright Agent identified in the notice below. Tagboard will disable and/or remove access to the website for Customers or Users who are repeat infringers. If you believe that your content has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Tagboard's Copyright Agent the following information:

DMCA Notice of Alleged Infringement ("Notice")

- Identify the copyrighted work that you claim has been infringed, or if multiple works are covered by this Notice you may provide a representative list of the copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing and provide a description of where the infringing work is located on the website.
- Provide your mailing address, telephone number and, if available, email address.
- Include both of the following statements in the body of the Notice:
- "I hereby state that I have a good-faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., fair use)."
- "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- Provide your full legal name and your electronic or physical signature.
- Deliver this Notice, with all items completed, to our Designated Copyright Agent:

Copyright Agent
Tagboard, Inc.
8201 164th Street NE
Suite 200
Redmond, WA 98052

While Tagboard considers all such notices seriously, you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that content or activity is infringing. Accordingly, if you are uncertain whether material infringes your copyrights (including whether use of copyrighted material may constitute fair use) you may wish to seek the advice of an attorney.

17. Indemnification

a. Our Indemnification of Customer

We will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the use of the Services as permitted under the Contract infringes or misappropriates a third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement we approve of in connection with, a Claim Against Customer; provided, however, that we will have no liability if a Claim Against Customer arises from (a) Customer Data or Non-Tagboard Products; (b) any modification, combination or development of the Services that is not performed by us, including in the use of any application programming interface (API); or (c) any use of the Services by Customer that violates these Terms of Service or the Contract. Customer must provide us with prompt written notice of any Claim Against Customer and allow us the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting our defense and settlement of such matter. This section states our sole liability with respect to, and Customer's exclusive remedy against us and the Tagboard Extended Family for, any Claim Against Customer.

b. Customer's Indemnification of Us

Customer will defend Tagboard and its affiliates, related entities, divisions, subsidiaries, or parent companies, its officers, directors, employees, affiliates and agents (collectively, the "Tagboard Indemnified Parties") from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to (i) Customer's or any of its Authorized Users' use of and access to the Services, (ii) Customer's violation of the Customer Agreement, Customer Terms or the User Terms, and (iii) Customer's violation of any third party right including any copyright, trademark, trade secret, or privacy right related to User Generated Content (as applicable), or any other use of the Services using your computer, mobile device, or account credentials (collectively, a "Claim Against Us"). Customer will indemnify the Tagboard Indemnified Parties for all reasonable attorney's fees incurred and damages and other costs finally awarded against a Tagboard Indemnified Party in connection with or as a result of, and for amounts paid by a Tagboard Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Us. We must provide Customer with prompt written notice of any Claim Against Us and allow Customer the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer's defense and settlement of such matter. This section states your sole liability with respect to, and the Tagboard Indemnified Parties' exclusive remedy against Customer for, any Claim Against Us.

c. Limitations On Indemnifications

Notwithstanding anything contained in the two 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.

18. Disclaimers

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE OPERATION OF THE SERVICES OR THE INFORMATION, MATERIALS, OR GOODS APPEARING OR OFFERED ON THE SERVICES OR VIA OUR INTERACTIVE FEATURES, ALL OF WHICH ARE PROVIDED "AS IS." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY (1) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (2) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR ANY RIGHT OF PRIVACY; (3) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICES; (4) WARRANTIES RELATING TO THE COMPLETENESS, ACCURACY, RELIABILITY, CORRECTNESS OR CURRENCY OF ANY INFORMATION ON THIS WEBSITE OR OTHERWISE BY US; (5) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY; AND (6) WARRANTIES OF TITLE. FURTHER, TAGBOARD DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE SERVICES, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, ACCURATE, COMPLETE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

19. Limitation of Liabilities

TO THE FULLEST EXTENT PERMITTED BY LAW: IN NO EVENT WILL TAGBOARD (OR ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, SUBSIDIARIES, RELATED ENTITIES, JOINT VENTURES AND EMPLOYEES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE OR SERVICES) BE LIABLE FOR DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE CUSTOMER TERMS, THE USE OR INABILITY TO USE THE SERVICES, OR CONTENT INCLUDING ANY LOSS OF REVENUE, PROFITS, OR DATA OR BUSINESS INTERRUPTION, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND EVEN IF TAGBOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TAGBOARD'S AGGREGATE LIABILITY (OR THE

AGGREGATE LIABILITY OF ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, SUBSIDIARIES, RELATED ENTITIES, JOINT VENTURES AND EMPLOYEES) ARISING OUT OF OR IN CONNECTION WITH THESE CUSTOMER TERMS, THE WEBSITE, OR THE SERVICES (WHETHER IN CONTRACT, TORT NEGLIGENCE, WARRANTY OR OTHERWISE) EXCEED THE LARGER OF \$100 OR THE AMOUNT PAID FOR THE SERVICES IN THE PRIOR TWELVE (12) MONTHS. THE FOREGOING WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "PAYMENT TERMS" SECTION ABOVE.

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE OR THE SERVICES MUST BEGIN WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, TAGBOARD'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TAGBOARD DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR INFORMATION. THE LIMITATIONS UNDER THIS "LIMITATION OF LIABILITIES" 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 "LIMITATION OF LIABILITIES" SECTION ALLOCATE THE RISKS UNDER THIS CONTRACT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS CONTRACT AND THE PRICING FOR THE SERVICES. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO STOP USING THE SERVICES.

20. Release of Third Party Claims

If you have a dispute with one or more users of the Services, you release Tagboard (and its officers, directors, affiliates, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You expressly acknowledge and agree that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides: 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, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

21. Term and Termination

As further described below, a subscription continues until terminated or may have a term that may expire or be terminated. The Agreement remains effective until all subscriptions ordered under the Agreement have expired or been terminated or the Agreement itself terminates. Termination of the Agreement will terminate all subscriptions and all Order Forms.

a. Auto-Renewal

Unless an Order Form says something different, (a) all subscriptions automatically renew (without the need to execute a renewal Order Form) for additional periods equal to one (1) year; and (b) the per-unit pricing for equivalent products and services during any automatic renewal term may increase by a maximum of 6% over the immediately prior term. In the event of such increase, we will notify Customer

of changes at least sixty (60) days before the end of a subscription. Either party can give the other notice of non-renewal at least thirty (30) days before the end of a subscription term to stop the subscriptions from automatically renewing.

b. Termination for Cause

We or Customer may terminate the Agreement on notice to the other party if the other party materially breaches the Agreement and such breach is not cured within thirty (30) calendar days after the non-breaching party provides written 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 the 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.

c. Effect of Termination

Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

22. Waiver

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

23. Severability

If any provision of these Customer Terms is held in whole or in part to be invalid, void, or unenforceable in any jurisdiction for any reason, the remainder of that provision and of the entire Customer Agreement will be severable and remain in full force and effect.

24. Applicable Law; Jurisdiction

These Customer Terms will be governed by the laws of the United States and the State of Washington, as applicable, without resort to any conflict of laws provisions. By using the Services, you waive any claims that may arise under the laws of other countries or territories.

25. Dispute Resolution; Class Action and Jury Trial Waiver

With respect to any and all disputes arising out of or in connection with the Services, or these Customer Terms (including, without limitation, the Privacy Policy), Tagboard and you agree to first negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. If you and Tagboard do not resolve any dispute by informal negotiation within 60 days, then either of the parties may, by notice to the other, demand [mediation under the supervision of JAMS](#) ("JAMS") in Seattle, Washington. If settlement is not reached within 90 days after service of a written demand for mediation (which time can be extended with the agreement of both

parties in writing), any unresolved controversy or claim will be resolved by initiating binding [arbitration in accordance with the rules of JAMS](#) before a single arbitrator in Seattle, Washington. The expenses of the arbitration will be shared equally by the parties unless the arbitration determines that the expenses will be assessed in a different way, and the prevailing party may be awarded its attorneys' fees and expenses by the arbitrator. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, conducted expeditiously. Both you and Tagboard understand that you are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final. Any court with jurisdiction over the parties may enforce the arbitrator's award.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis and neither you nor Tagboard will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in an arbitration proceeding, regardless of any statute or law to the contrary. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred. If any other provision of this section is found to be illegal or unenforceable, that provision will be severed, with the remainder of this section remaining in full force and effect.

You agree that Tagboard is entitled to obtain preliminary injunctive relief to the extent allowed by law to enforce any of the terms of these Customer Terms pending a final arbitral decision, and you and Tagboard understand that you are NOT required to arbitrate any dispute in which either party seeks equitable and other relief from the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. Any disputes that are not handled by arbitration shall be filed only in the state and federal courts located in King County, Washington, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts.

26. Entire Agreement

The Agreement, including these Customer Terms and all referenced pages and Order Forms, if applicable, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, the Agreement supersedes the terms of any online agreement electronically accepted by Customer or any Authorized Users. However, to the extent of any conflict or inconsistency between the provisions in these Customer Terms and any other documents or pages referenced in these Customer Terms, the following order of precedence will apply: (1) the terms of any Order Form (if any), (2) the Customer Agreement (if any), (3) the Customer Terms, (4) any supplemental terms or policies agreed to by Customer, and (5) any other documents or pages referenced in the Customer Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor on-boarding process or web portal, or any other Customer order documentation (excluding Order Forms) will be incorporated into or form any part of the Contract, and all such terms or conditions will be null and void.

27. Assignment

You may not assign any rights granted to you or delegate any of your duties hereunder and any attempt to do so is void and of no effect. Tagboard may assign its rights and delegate its duties under this Agreement in their entirety in connection with a merger, reorganization, or sale of all, or substantially all, of its assets relating to these Customer Terms. Any purported assignment in violation of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by Customer, Tagboard 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, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

28. General

The Parties are independent contractors. Nothing in this Agreement constitutes a partnership or joint venture between you and Tagboard. There are no third-party beneficiaries to the agreement between you and Tagboard.

Tagboard does not guarantee continuous, uninterrupted or secure access to this Site or the Services, and operation of the Site or Services may be interfered with by numerous factors outside of its control. Tagboard's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. The sections regarding Consent to Electronic Communications; Use of Account; Risk of Loss; Ownership and Proprietary Rights, Submitted Materials; Feedback is Welcome; Prohibited Conduct; Security; Intellectual Property; Claims of Infringement; Indemnification; Disclaimers; Limitation of Liabilities; Release of Third Party Claims; Waiver; Severability; Applicable Law; Jurisdiction; Dispute Resolution; Class Action and Jury Trial Waiver; Entire Agreement; Assignment; and General, survive any termination or expiration of this Agreement. Additionally, any provision that was, by its nature, intended to survive termination of these Customer Terms will so survive.

29. Contact Us

If you have questions about these Customer Terms or the Services, you may contact us as follows:

Tagboard, Inc.
8201 164TH AVE NE STE 200 PMB 2001
REDMOND, WA 98052-761

Email: support@tagboard.com

Web: [Customer Portal](#)

By using the Site and our Services, you agree that we may communicate with you electronically regarding your use of the Services and that any notices, agreements, disclosures or other communications that Tagboard sends to you electronically will satisfy any legal communication requirements including any requirement that the communications be in writing. To withdraw your consent from receiving electronic notices, please notify us at support@tagboard.com.



8201 164TH AVE NE STE 200 PMB 2001
REDMOND, WA 98052-761

Except as otherwise set forth herein, all notices under the Contract will be by email. Notices to Tagboard will be sent to support@tagboard.com, except for legal notices, such as notices of termination or an indemnifiable claim, which must be sent to legal@tagboard.com. 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.