

Website Terms of Service

Acceptance of the Terms of Service

Thanks for visiting our website at domain: <https://nomable.app/>. These terms of Service are entered into by and between you and Nomable (“**Company**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the “**Terms of Service**”), govern your access to and use of our software-as-a-service products (“**SaaS**”), applications, website, and/or related services, including any content, functionality and services offered on or through the SaaS, applications or website (the “**Services**”).

Please read the Terms of Service carefully before you use the Services. **By using the Services, or by clicking to accept or agree to the Terms of Service with this option is made available to you, you represent that you are an adult of eighteen (18) or more years of age, have legal capacity to enter a contract, and accept and agree to be bound and abide by these Terms of Service, and our Privacy Policy at: <https://nomable.app/privacy>, incorporated herein by reference.** We reserve the right, and you authorize us, to use and assign all information provided by or collected from you in any manner consistent with our Privacy Policy. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Services.

Changes to the Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to the entire or some parts of the Services. You are responsible for making all arrangements necessary for you to have access to the Services, and ensuring that all persons who access the Services through your internet connection are aware of these Terms of Service and comply with them.

To access the Services or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide in use of the Services is correct, current, and complete. You agree that all information you provide to register with our Services or otherwise, including, but not limited to, through the use of any interactive features, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you, not to provide any other person with access to the Services or portions of it using your

username, password, or other security information, and to exit out of your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so others are not able to view or record your password or other personal information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

We have the right to disable any of your usernames, passwords, or other identifiers at any time in our sole discretion if, in our opinion, you have violated any provision of these Terms of Service.

Intellectual Property Rights

The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms of Service permit you to use the Services for your personal, non-commercial use only and you must not access or use for any commercial purposes any part of the Services. Any copying, redistribution, use or publication by you of any such content or any part of the Services is prohibited, except as expressly permitted by these Terms of Service. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of the Services. If you wish to make any use of the Services other than that set out in this section, please address your request to: nomable@nomable.app.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Service, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

Prohibited Services

Upon your acceptance of these Terms of Service and our Privacy Policy, we grant you a limited, revocable, nonexclusive license to use the Services solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You may use the Services only for lawful purposes and in accordance with these Terms of Service. You agree not to copy the Services, reverse engineer, hack into, or otherwise try to gain unauthorized access to, the Services, introduce any viruses or technology harmful to the Services, use the Services in violation of any law, exploiting, harming or attempting to exploit or harm minors, transmit or procure sending of any advertising or promotional material without prior written consent, impersonate the Company or engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services.

User Contributions

The Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**"), that allow

Services to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Services.

All User Contributions must comply with the Content Standards set out in these Terms of Service.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Service.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other User of the Services.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A

CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on our website;
- Your 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.

Our Copyright Agent for Notice of claims of copyright infringement on our website is Nomable Copyright , who can be reached as follows:

By Mail: 8 The Green
Suite B
Dover, DE 19901

By Phone: N/A

By E-mail: nomable@nomable.app

Reliance on Information Posted

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services, or by anyone who may be informed of any of its contents.

The Services may include content provided by third parties. All statements and/or opinions expressed in these materials are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible for the content or accuracy of any of these materials.

Changes to the Services

We may update the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material within the Services may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Services

All information we collect through the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken with respect to your information pursuant to the Privacy Policy.

Links via the Services

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, they may not comply with this Terms of Service or our Privacy Policy, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites or services linked to via the Services, you

do so entirely at your own risk and subject to the terms and conditions of use for such websites or services.

Geographic Restrictions

The owner of the Services is based in the State of Delaware in the United States. We provide these Services for use only by persons located in the United States and make no claims that the Services are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services outside of the United States, you are responsible for compliance with local laws.

Termination

We may suspend or terminate your account or access to the Services if you violate these Terms or if it is required by law. You may close your account or cancel your subscription at any time pursuant to the cancellation terms for your subscription; however, fees are non-refundable unless otherwise stated.

Disclaimer of Warranties

YOUR USE OF THE SERVICES, THE CONTENT, AND ANY INFORMATION OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT, AND ANY INFORMATION OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES, CONTENT OR ITEMS OBTAINED THROUGH THE SERVICES, NOR THAT THE SERVICES, CONTENT OR ITEMS WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES OR SERVICES LINKED TO IT, ANY CONTENT INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. OUR TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES, AND/OR YOUR USE OF THE SERVICES, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU PAID US FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR

TO THE CLAIM, OR (B) \$5,000.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Services, including, but not limited to, your User Contributions, any use of our Services' content, other services, and products other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Services.

Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware (“**State Jurisdiction**”) without giving effect to any choice or conflict of law provision or rule (whether of the State Jurisdiction or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State Jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

Entire Agreement

The Terms of Service and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

Your Comments and Concerns

The Services are operated by the Company located at the following address: 8 The Green Suite
Dover, DE 19901. B

All other feedback, comments, requests for technical support, and other communications relating

to the Services should be directed to the following email: nomable@nomable.app.