

SOCIALCHORUS TERMS OF SERVICE

<https://socialchorus.com/terms-of-service/>

Last Updated: May 15, 2019

These Terms of Service (“**Terms**”) apply to your access to and use of SocialChorus’ platform, websites, mobile applications and other online services (collectively, the “**Services**”) made available by your employer (our “**Customer**”). The Services are provided by SocialChorus, Inc. (“**SocialChorus**” “**we**” or “**our**”) on behalf of Customer pursuant to a written agreement (the “**Contract**”). SocialChorus will have the right (and will be deemed to have accepted the right) to enforce the Terms against you. **By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms you may not use our Services.**

Please refer to our [Privacy Policy](#) for details about how we collect information about you in connection with your use of our Services, and how we use and disclose this information. If you have any questions or concerns regarding the Services or these Terms, please contact us at privacy@socialchorus.com.

1. Eligibility

Customer will invite you to join the Service and create a user profile. You must be an employee of or otherwise affiliated with Customer to use the Services. You represent and warrant that you (i) have not been previously suspended or removed from the Services, or engaged in any activity that could result in suspension or removal from the Services, (ii) do not have more than one account, (iii) have full power and authority to enter into these Terms, and (iv) are currently employed by or affiliated with Customer.

2. Accounts

You are solely responsible for maintaining the security of your account and account credentials, and must promptly notify us or Customer if you discover or suspect that someone has accessed your account without your permission. You cannot permit others to access the Services under your account.

3. Acceptable Use

You are solely responsible for your conduct while accessing or using our Services. You will comply with Customer’s code of conduct and all applicable laws and regulations in connection with your use of the Services. In connection with any use of the Services, you will not:

- Violate any applicable law, contract, intellectual property or other third-party right or commit a tort;
- Engage in any harassing, threatening, intimidating, spamming, predatory or stalking conduct;
- Use or attempt to use another user’s account without authorization from that user;
- Sell, lease, or rent any aspect of the Services;
- Export any information received via the Services or disclose information about any users outside of the Services;
- Use the Services for competitive information gathering, benchmarking or to create a competitive service, such as by using information received via our Services to build a separate database;

- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit the proper operation of the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of the Services;
- Attempt to circumvent any constraints we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any application that interacts with our Services without our prior written consent;
- Use any data mining, robots or similar data gathering or extraction methods other than in accordance with any instructions contained in any robots.txt file we provide that controls automated access to portions of our websites;
- Bypass or ignore instructions contained in any robots.txt file we provide that controls automated access to portions of our Services;
- Send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes; or
- Use our Services other than for their intended purpose or in any other illegal, fraudulent or unauthorized manner, or engage in, encourage or promote any activity that violates these Terms.

4. User Content

Our Services allow you and other users to create, post, store and share content, including messages, text, photos, videos, software, audio and other materials (collectively, “**User Content**”). Except for the license you grant below, as between you and Customer, you retain all rights in and to your User Content. You grant SocialChorus a non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display User Content only as reasonably necessary (a) to provide, maintain and update 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.. When you post or otherwise share User Content, you understand that your User Content and any associated information (such as your username or profile photo) may be visible to other users. The Services are intended to be for internal use by Customer, however, SocialChorus is not responsible for other users’ actions publicly sharing User Content.

Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

5. User Content Restrictions

You may not create, post, store or share any User Content that:

- Is in conflict with your employer’s code of conduct.

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, suggestive, harassing, threatening, invasive of privacy or publicity rights, confidential information of a third party, abusive, inflammatory, misleading or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a person without that person's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may expose Customer or SocialChorus or others to any harm or liability of any type.

6. Limited License

Our Services, including the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans, User Content and other content contained therein, are owned by or licensed to Customer and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, SocialChorus and our licensors reserve all rights in and to our Services. Subject to these Terms, including your compliance with Sections 3-5 above, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to install our mobile app and use our Services in conjunction with your employment by or affiliation with Customer. Any use of our Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will automatically terminate the license granted herein.

7. Trademarks

All trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners.

8. Third-party Content

Our Services may contain third-party content, including links to web pages, career postings and other content of third parties (collectively, the “**Third-Party Content**”). You are responsible for deciding if you want to access or use Third-Party Content or applications that link from the Services. Access and use of such Third-Party Content, including the information, materials, products, and services on or available through any third-party sites is solely at your own risk.

9. Feedback

You may submit questions, comments, suggestions, ideas, original or creative materials or other

information about your employer or the Services (collectively, “**Feedback**”). You grant us a non-exclusive, sublicensable, perpetual and irrevocable license to use such Feedback for any purpose, including to incorporate within our Services or to otherwise exploit commercially without acknowledgment or compensation to you.

10. Disclaimers; Assumption of Risk

We do not control, endorse or take responsibility for any User Content or Third-Party Content available on or linked to by our Services. To the fullest extent permitted by applicable law, our Services are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We make no representations or warranties regarding the accuracy, completeness, availability or reliability of the Services. Some states do not allow limitations described in this section, so all or some of the above limitations may not apply to you.

11. Limitation of Liability

If we believe that there is a violation of the Contract, these Terms, or any of our other policies that can simply be remedied by Customer’s removal of certain User Content or taking other action, we will, in most cases, ask Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, other users, or any third parties. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS FIFTY DOLLARS (\$50) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY’S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

12. Governing Law and Venue

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of California, without regard to conflict of law rules or principles (whether of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties will be resolved in the state or federal courts of California and the United States, respectively, sitting in San Francisco County, California.

13. Export Compliance

All or part of our Services may be subject to U.S. export control and economic sanctions laws (“**Export Controls**”). You agree to abide by all Export Controls as they relate to your access and use of our Services. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

14. Commercial Items

If acquired by any agency of the U.S. Government, such agency acknowledges that (a) the Services

constitute “commercial computer software” or “commercial computer software documentation” for purposes of 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable; and (b) such agency’s rights are limited to those specifically granted under these Terms.

15. Changes to Terms

We may make changes to these Terms from time to time. If we make changes, we will provide notice of such changes, such as by one or more of the following sending an email notification, providing notice through our Services, or posting the amended Terms to our Services and updating the “Last Updated” date above. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services.

16. Miscellaneous

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. These Terms constitute the entire agreement between us relating to your access to and use of our Services. Enforcement of these Terms is at our discretion, and any failure of us to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. References to “including” or “include” will be deemed to mean “including without limitation”. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

17. Additional Terms for iOS Users

The following terms apply if you are accessing or using our mobile application (“**App**”) on an Apple Inc. (“**Apple**”) branded mobile device.

- (a) Acknowledgment. The Terms are concluded between us only, and not with Apple, and, as between Apple and us, we are solely responsible for the App and the content thereof.
- (b) Scope of License. The license granted to you for the App under the Terms is limited to a non-transferable license to use the App on any Apple-branded products that you own or control and as permitted by the Apple Usage Rules set forth in the App Store Terms of Service, except that such App may be accessed, acquired, and used by other accounts associated with the purchaser via “Family Sharing” or volume purchasing.
- (c) Maintenance. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- (d) Warranty. To the effect not effectively disclaimed under Section 10 of the Terms, we are solely responsible for any warranties, whether express or implied by law. In the event of any failure of the App to conform to any applicable warranty not effectively disclaimed under Section 10, you may notify Apple, and Apple may refund the purchase price (if any) for the App; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
- (e) Liability. We, and not Apple, are responsible for addressing any claims of yours or any third party relating to the App or your possession and/or use of that App, including, but not limited to: (i) product

liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(f) IP Claims. In the event of any third-party claim that the App or your possession and use of that App infringes any third party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

(g) Third Party Beneficiaries. Apple and its subsidiaries are third party beneficiaries of these Terms, and will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

18. Additional Terms for Google and Android Users

If you are accessing or using the Services through a device manufactured and/or sold by Google or obtained the App from Google, you must use the Services in accordance with any additional terms and conditions included in the Google Play Terms of Service, which are in place from time to time, the current version of which can be found at https://play.google.com/intl/en-US_us/about/play-terms.html, or any other such terms and conditions promulgated and published from time to time by Google.