

## **PAIRADE TERMS OF USE**

Welcome! We're happy to have you here, and hope you find Pairade delightful to use.

These Terms of Use ("Terms") apply to your use of Pairade's websites, products and services. Please read these Terms carefully; by using Pairade, you agree to be bound by them.

### **CONTENT**

What you see on Pairade may be protected by one or more laws regarding intellectual property. You'll find a few different types of material on our service, so let's break it down.

#### Pairade's Service, Products, and Brand

Our service and products are protected by copyright, trademark, and other laws. Pairade gives you a personal, worldwide, non-assignable license to use the software we provide you for your own personal, non-commercial use. This license lets you use Pairade solely as permitted by these Terms.

Unauthorized use of any of Pairade's trademarks, logos, domain names or other distinctive brand features is prohibited.

#### Service Use Guidelines

You promise to use the service only for lawful purposes, and to not violate the rights of third parties. Our Community Guidelines, which are part of these Terms, contain more information about acceptable and unacceptable uses of the service. Any unacceptable use, including posting or collecting content that is obscene, pornographic, gory, illegal, threatening or harassing, excessively violent or promoting the harm of self or others, may result in immediate termination of your account and suspension of service access in the future.

#### Your Content

You can post your own content on Pairade, including articles, photos, comments and other content ("content").

You—and you alone—own the rights to the content you create and publish through Pairade. By posting it, you give us permission to use your content to do what we reasonably believe necessary to provide our service both now and in the future including storing, displaying, reproducing and distributing your content. This might also include promoting your content with partner companies or services for broader broadcast, distribution or publication via Pairade.

You're responsible for the content you publish through Pairade and assume all risk associated with it, including anyone else's reliance on its accuracy or legal claims that might stem from publication. By posting content on Pairade, you represent that you have the necessary rights to

publish that material, and that doing so doesn't conflict with any licenses you may have granted to others.

We don't pre-screen anyone's content. However, we have the right to review and remove or disable access to any content through Pairade for any reason. We assume no liability for anything that you or anyone else publishes through Pairade.

Pairade also contains links to websites, services, content and advertisements that we don't own or control. We don't necessarily endorse or assume responsibility for that stuff, either.

## PRIVACY

Our Privacy Policy explains our collection and use of information on the service, including information you may consider personal. You consent to the information practices described in that policy as it may be updated from time to time.

## SECURITY

We take the security of Pairade very seriously. We use reasonable practices to protect the security of your account and data associated with it. Please let us know immediately if you discover any compromise of your account.

We are always on the lookout for security loopholes in Pairade. If you discover a vulnerability in our service, we would be grateful for your report and encourage you to let us know immediately.

To report a vulnerability, please email [support@pairade.com](mailto:support@pairade.com).

## COPYRIGHT

You must not upload, store, distribute, send, transmit, display, perform, make available or otherwise communicate to the public any Content to which you do not hold the necessary rights. In particular, any unauthorized use of copyright protected material within your account may constitute an infringement of third party rights and is strictly prohibited. Any such infringements may result in termination of your access to Pairade.

Pairade complies with the Digital Millennium Copyright Act. We respond to takedown notices and have a policy of terminating repeat infringers when appropriate.

## CHANGES TO OUR SERVICE

Pairade is a dynamic product, always evolving and (hopefully) getting better. As a result, we may change, eliminate or restrict access to our products or any part of our service at any time,

for any reason, with or without advance notice. And we may do so with respect to one, some or all of our users.

## DISCLAIMERS

Pairade is provided “as is” without any warranties, express or implied.

Pairade disclaims all warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

## LIMITATION OF LIABILITY

To the fullest extent allowed by law, Pairade shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses resulting from (A) your access to, use of, inability to access or inability to use Pairade; (B) any third party conduct or content on Pairade, including any defamatory, offensive or illegal conduct of third parties; or (C) any unauthorized access, use or alteration of your content.

## ARBITRATION

If you become disgruntled with Pairade for any reason, we’d like the opportunity to work out our differences informally. We strongly encourage you to contact us at [support@Pairade.com](mailto:support@Pairade.com), and we’ll do our best to resolve the dispute in good faith. We’re reasonable people, really.

If we aren’t able to solve the problem that way, we both agree that we will resolve any claims arising from these Terms or the Pairade service by final and binding arbitration through the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes.

The arbitration will take place in the United States county where you live or work, Chicago, Illinois, or another location we both agree upon. Either of us may file a lawsuit in court solely for injunctive relief against the other to stop misuse of Pairade or intellectual property infringement without first going through arbitration.

You agree to resolve any dispute you have with us on an individual basis in arbitration, and not as a class arbitration, class action or consolidated proceeding of any kind.

## GOVERNING LAW AND JURISDICTION

These Terms will be governed by the laws of the State of California, except for its conflict of laws principles.

For claims that aren't subject to arbitration, we each agree that any such claims shall be litigated exclusively in a state court located in Cook County, Illinois or in the United States District Court for the Northern District of Illinois, and you consent to personal jurisdiction in those courts.

#### ENTIRE AGREEMENT

These Terms and our Privacy Policy constitute the entire agreement between you and Pairade. If any provision of these Terms is found to be unenforceable, the remaining provisions will continue to be in full force and effect.

#### MODIFICATION

These Terms may be modified from time to time. The date of the most recent revisions will always be at <https://pairade.com/terms>, and older versions are available upon request. If we make changes that we believe will substantially alter your rights, we will notify you by posting a notice on our website. You agree to accept any changes or revisions to these Terms by continuing to use Pairade.

#### CONTACT

We welcome all questions, concerns and feedback you might have about these terms. If you have suggestions for us, let us know at [support@Pairade.com](mailto:support@Pairade.com).

### **PAIRADE PRIVACY POLICY**

Please read this privacy policy carefully. It applies to all interactions you have with Pairade's products and services.

#### THE INFORMATION WE COLLECT

When you create an account with Pairade, you give us your full name and email address, and create a username and password. If you want, you can give us a pseudonym instead of your legal name.

If you don't feel like creating an account from scratch, you may be able to sign in through an account you already have with another service, such as Facebook, Twitter, or Google.

Your user profile helps you customize your account and connect with other Pairade users. Your profile automatically includes your name and username.

To help you connect with other Pairade users and to personalize your Pairade experience, we may ask for additional information, including your contacts and location.

We receive some other information automatically when you use Pairade. This includes data about your device, software, operating system, your IP address, and the date and time of each request you make to Pairade.

So that we can make your Pairade experience better, we collect information about how you view and interact with content through Pairade.

You may link your Pairade account to other services you use, such as social networking sites, photo-sharing services and media publishers. If you connect your Pairade account with a third-party service, we collect information through that service. This information varies depending on the service and your privacy settings there, but may include profile information (e.g., age, gender and location), your contacts on that service and content that you've made publicly available there.

If you want to email something you see through Pairade to a friend who isn't already a Pairade account holder, we may keep their email address for the purpose of sending such email and improving our services. Recipients may contact us at [privacy@Pairade.com](mailto:privacy@Pairade.com) to request that we remove this information from our database.

#### HOW WE USE AND DISCLOSE YOUR INFORMATION

A big part of Pairade is sharing content you find interesting. That's why your Pairade contributions, the people and sources you follow, the cards you create, the comments you post are all public.

Aside from that, we use your information to keep Pairade running, better understand how you use our service, customize your experience (including the content you see), prevent abuse and improve Pairade.

We share your personally identifiable information only under these circumstances:

With your consent, after letting you know what information will be shared, and with whom.

If we believe it's reasonably necessary to comply with a law, regulation or legal process. If we're going to release your information, our policy is to provide you with reasonable advance notice under the circumstances unless we're prohibited from doing so by law or court order (e.g., an order under 18 U.S.C. § 2705(b)). We may disclose your information without giving you prior notice if we believe it's necessary to prevent imminent and serious bodily harm to a person. Nothing in this privacy policy is intended to limit any legal objections or defenses you might have to efforts by third parties to compel disclosure of your information, including legal orders from the government.

To third parties helping us offer and improve our service, such as those providing Pairade certain technical tools and analytics services (including marketing partners) that help us understand how people use Pairade so we can make it better. We require those companies to observe the limitations in this privacy policy.

If we sell, transfer or otherwise share some or all of our assets, including the information identified in this privacy policy, in connection with a merger, acquisition, reorganization or sale of assets in the event of a bankruptcy. We may also share non-personally identifiable, non-aggregate information (for example, anonymized Advertising IDs) with companies that help us improve our products and services, including advertising (such as research companies and analytics providers). As with your personally identifiable information, we require that such companies observe the limitations in this privacy policy.

We may disclose aggregate information about how our users use Pairade in a manner doesn't identify you individually.

#### WEB STORAGE AND TRACKING POLICY

Cookies and HTML5 local storage are ways to keep information about your use of Internet services on your own mobile device or computer.

We use cookies and HTML5 local storage to help us create your session, know when you're logged in and help us remember certain information about how you interact with Pairade.

If you'd rather not use cookies or HTML5 local storage, most browsers give you the option to turn them off, or require your approval before using them to keep information. If you choose not to keep information in cookies or HTML5 local storage, though, portions of Pairade may not work as intended.

Some publishers or other third-party services that we partner with may use cookies, web beacons or other technologies to keep track of your Internet activity. Please note that this privacy policy explains Pairade's policies only, and doesn't cover the practices of other services.

Some browsers make it possible for you to signal that you don't want your Internet browsing activity to be tracked. The Internet community hasn't reached a consensus on how to best honor these signals, so we don't respond to Do-Not-Track requests at this time.

#### DATA DELETION

If you'd like to delete your account, you can do so in the Pairade application under Settings (gear icon) in the Edit Profile detailed menu. If we delete your account, your user profile will no longer be visible on our service, though we may still keep some log information in non-personally identifiable form and any other information you have made publicly available through Pairade (comments to content, for example).

#### CHANGES TO THIS PRIVACY POLICY

As Pairade continues to develop, we may decide to revise this privacy policy from time to time. The most current version will govern our use of your information and will always be at <https://pairade.com/privacy>, and older versions are available upon request. If we make changes that we think will substantially alter your rights, we will notify you by posting a notice on our

website. You agree to accept any changes or revisions to this privacy policy by continuing to use Pairade.

#### CONTACT

We'd love to hear your questions, concerns and feedback about this privacy policy. If you have suggestions for us, let us know at [support@pairade.com](mailto:support@pairade.com).