



Aspenify Terms of Service

Last modified: September 2022

Aspenify, Inc., a Delaware corporation (“Aspenify” or “we” or “us”) offers a variety of team productivity, collaboration, and organizational tools available online, including via a mobile application (the “Services”) through its websites located at www.aspenify.com and <https://app.aspenify.com/login>

(the “Websites”). The Services and the Websites are provided to you (“you” or “client”) subject to your agreement to, and compliance with, these Terms of Service (this “Agreement”). This Agreement is a legal agreement between you and Aspenify.

1. Acceptance of the Terms of Service

By using the Websites or the Services, you accept and agree to be bound and abide by this Agreement and our Privacy Policy www.aspenify.com/privacy-policy, incorporated herein by reference. If you don’t agree to this Agreement or our Privacy Policy, please do not use the Websites and the Services. We may modify this Agreement from time to time. Any amended terms automatically take effect 10 days after being posted on the Websites. Your use of the Websites or the Services following the effective date of any modifications to this Agreement will constitute your acceptance of this Agreement, as modified. You agree that notice on the Websites of modifications is adequate notice.

2. Eligibility to use Our Websites and Services; Acceptable Use

You may use the Websites and the Services only if you are (a) 18 years or older, (b) capable of forming a binding contract with Aspenify and (c) are not barred from using the Websites and the Services under applicable law. By using the Websites and the Services, you represent and warrant that you are of capacity to form a binding contract with Aspenify and meet all of the foregoing eligibility requirements.

You may use the Websites and the Services for legitimate purposes only. You may not harm the Websites or the Services in any way or otherwise use the Websites or the Services in any improper manner, including, but not limited to, hacking into the Websites’ or Services’ systems, spoofing or forging e-mail headers or slowing or stopping the functionality of the Websites or the Services.

3. Registration and Your Information

Aspenify has three different types of users depending on the Aspenify products used:

- We call users of the Websites “Site Visitors.”
- We call users who use the free version of the Aspenify Service “Free Users.” While Free Users can access and use the Service, they have access to a more limited set of Service features and functionality than Subscribers.



- We call users who use the Service as part of a paid Aspenify subscription plan (regardless of the subscription tier) “Subscribers.” The Service features and functionalities available to Subscribers are determined by the subscription tier and the specific terms agreed to between Aspenify and the organization (e.g., your employer or another entity or person, called the “Client” or “Account Owner”) that entered into a separate agreement that governs delivery, access, and use of the Service (the “Client” or “Account Owner Agreement”).

We refer to these three types of users collectively as “Clients” or “you” for purposes of this Agreement.

To access the Services and the Website, you will be asked to provide certain registration details or other information. You acknowledge and agree that all information you provide to register an account (“Account”) on the Websites is accurate, current, and complete. Our use of your information is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You agree that you will not disclose your Account password to anyone and you must notify us immediately at terms-questions@aspenify.com of any unauthorized access to or use of your user name or password or in the event that any other breach of security occurs. You are responsible for all activities that occur under your Account, whether or not you know about them.

You agree that we may limit and deny your access to and use of the Websites and the Services if we reasonably believe that you have violated or acted inconsistently with the letter or spirit of the Agreement or violated our rights or the rights of any third party, or for any other reason, with or without notice to you.

4. Our Proprietary Rights

The Service and Websites are owned and operated by Aspenify and contain materials (including all software, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks, and services marks) which are derived in whole or in part from materials supplied by Aspenify and its partners, as well as other sources,

and are protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. The Service and Websites are also protected as a collective work or compilation under U.S. copyright and other law and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service and Websites. You acknowledge that the Service and Websites have been developed, compiled, prepared, revised, selected, and arranged by Aspenify and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Aspenify and such others. You agree to protect the proprietary rights of Aspenify and all others having rights in the Service and Websites during and after the term of this Agreement and to comply with all written requests made by

Aspenify or its suppliers and licensors (collectively, “Suppliers”) of content or otherwise to protect their and others’ contractual, statutory, and common law rights in the Service and Websites. You agree to notify Aspenify immediately upon becoming aware of any claim that the Service and Websites infringe upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Service and Websites shall, as between you

and Aspenify, at all times be and remain the sole and exclusive property of Aspenify. Any unauthorized use of any material contained on or through the Service and Websites may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

5. User Content and Feedback

User Content and Submissions on the Service. The Service allows you to create playbooks, communities, teams, and activities and submit associated information, text, files, and other materials (collectively, “User Content”) and to share that User Content with others. User Content submitted or otherwise made available to the Service is subject to the following terms:

- Free User Content. Free Users maintain ownership of the User Content that they submit to the Service (“Free User Content”). By submitting

Free User Content, Free Users grant Aspenify a license to access, use, copy, reproduce, process, adapt, publish, transmit, and display that Free Use Content, as permitted by Aspenify’s Privacy Policy, including if required to do so by law or in good faith to comply with legal process. We reserve

the right to remove any Free User Content on the Service that violates this Agreement or that is otherwise objectionable in Aspenify’s sole discretion.

- Subscriber User Content on the Service. Content submitted to the Service by Subscribers (“Subscriber User Content”) is owned and controlled by such Client as set forth in the introduction to this Agreement and the Client Agreement, except with respect to Subscriber User Content submitted by students pursuant to a Client Agreement with an educational institution (“Student Content”). Such Student Content is owned

by the student and not the educational institution. Aspenify maintains a limited, non-exclusive and non-transferrable (except in connection with the sale or transfer of its business) license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display Subscriber User Content for the following limited purposes: (i) to maintain, provide and improve the Service; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Subscriber User Content is in violation of the Client



Agreement or this Agreement; (iv) to comply with a valid legal subpoena, request, or other lawful process that meets the requirements of the Client Agreement; and (v) as otherwise set forth in our Clients Agreement or as expressly permitted in writing by such Client.

User Content and Feedback Representations. We welcome your feedback about the Services (“Feedback”). Unless otherwise expressly declared, any communications you send to us are deemed to be submitted on a non-confidential basis. You agree that we may decide to publicize such contents at our own discretion. You agree to authorize us to make use of such contents for free, and revise, modify, adjust, and change contextually, or make any other changes as we deem appropriate. You understand that Aspenify does not control, and is not responsible for, User Content or Feedback, and that by using the Service and/or

Websites, you may be exposed to User Content or Feedback from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Please also note that User Content and Feedback may contain typographical errors, other inadvertent errors, or inaccuracies. You agree that you will indemnify, defend, and hold harmless Aspenify for all claims resulting from User Content or Feedback you submit through the Service and/or Websites. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event, you will cooperate with us in asserting any available defenses.

6. License and Acceptable Use

Your License. Subject to your compliance with this Agreement, we grant you a personal, worldwide, revocable, non-transferable, and non-exclusive license to access and use the Services and the Websites for personal, non-commercial, and specific commercial purposes in accordance with the terms of this Agreement. Aspenify may revoke this license at any time, in its sole discretion.

All rights, title, and interest in and to the Services and Website not expressly granted in this Agreement are reserved by Aspenify. If you wish to use the Aspenify’s software, title, trade name, trademark, service mark, logo, domain name, and/or any other identification with notable brand features or other content owned by Aspenify, you must obtain written permission from Aspenify. Permission requests may be sent to info@aspenify.com.

You agree that if you take any of the following actions, you will be materially breaching this Agreement and you agree that you SHALL NOT:

- access, tamper with, or use non-public areas of the Service and Websites, Aspenify’s computer systems, or the technical delivery systems of Aspenify’s providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure;

- access or search the Service and Websites by any means other than Aspenify’s publicly supported interfaces (for example, “scraping”);
- attempt to disrupt or overwhelm our infrastructure by intentionally imposing unreasonable requests or burdens on our resources (e.g. using “bots” or other automated systems to send requests to our servers at a rate beyond what could be sent by a human user during the same period of time); or
- interfere with or disrupt the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, mail-bombing the Service and Websites, or by scripting the creation of User Content in such a manner as to interfere with or create an undue burden on the Service and Websites.
- Misuse of the Service and Websites. You may not utilize the Service and Websites to carry out, promote or support:
 - any unlawful or fraudulent activities;
 - the impersonation of another person or entity or the misrepresentation of an affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
- activities that are defamatory, libelous, or threatening, constitute hate speech, harassment, or stalking;
- the publishing or posting of other people’s private or personal information without their express authorization and permission;
- the sending of unsolicited communications, promotions advertisements, or spam;
- the publishing of or linking to malicious content intended to damage or disrupt another user’s browser or computer; or
- the promotion or advertisement of products or services other than your own without appropriate authorization.
- User Content Standards Within the Service and Websites. You may not post any User Content on the Service or Websites that:
 - violates any applicable law, any third party’s intellectual property rights, or anyone’s right of privacy or publicity;
 - is deceptive, fraudulent, illegal, obscene, pornographic (including child pornography, which, upon becoming aware of, we will remove and report to law enforcement, including the National Center for Missing and Exploited children), defamatory, libelous, or threatening, constitutes hate speech, harassment, or stalking;

- contains any personal information of minors;
- contains any sensitive personal information, such as financial information, payment card numbers, social security numbers, or health information without Aspenify’s prior written consent granted as part of a Client Agreement;
- contains viruses, bots, worms, or similar harmful materials; or
- contains any information that you do not have a right to make available under law or any contractual or fiduciary duty.

Any such forbidden use shall immediately terminate your license to use the Services and the Website.

7. We support Appropriate Behavior.

If you believe that your copyright or your rights under intellectual property laws are being violated by any content posted on or transmitted through the Services, or products advertised on the Services, please contact us promptly at: info@aspenify.com so that we may investigate the situation and, if appropriate, remove the offending content and/or advertisements. In order for us to investigate your claim of infringement, you must provide us with the following information:

- 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 or other intellectual property that you believe has been infringed;
- A description of where the material that you claim is infringing is located or identified on the Services platforms;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or intellectual property or authorized to act on behalf of the owner of the copyright or intellectual property.

8. Warranty Disclaimer



Aspenify controls and operates the Services and the Websites from various locations and makes no representation that the Services are appropriate or available for use in all locations. The Services or certain features of the Services may not be available in your location or may vary across locations.

THE SERVICES ARE PROVIDED “AS IS”, “AS AVAILABLE” AND IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW.

9. Limitation of Liability

IN NO EVENT SHALL ASPENIFY, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, DATA PROVIDERS OR ANY THIRD PARTIES CONTRIBUTING CONTENT TO THE SERVICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT

NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES. IN NO EVENT WILL THE ASPENIFY’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE

THE SERVICES OR THE WEBSITES EXCEED THE AMOUNTS YOU HAVE PAID TO ASPENIFY FOR THE USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100) IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO ASPENIFY, AS APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. ASPENIFY, OR ANY THIRD PARTIES MENTIONED IN THE SERVICES OR ON THE WEBSITES ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE SERVICES.

10. Third Party Services

The Services may give you access to links to third-party websites, apps, or other products or services (“Third Party Services”). The Aspenify does not control Third Party Services in any manner and, accordingly, does not assume any liability associated with such Third-Party Services. You need to take appropriate steps to determine whether accessing a Third Party Service is appropriate, and to protect your personal information and privacy in using any such Third Party Services.

11. Changes to the Services



From time to time and without prior notice to you, we may change, expand, and improve the Services. We may also, at any time, cease to continue operating part or all of the Services or selectively disable certain features of the Services. Your use of the Services does not entitle you to the continued provision or availability of the Services. Any modification or elimination of the Services or any particular features will be done in our sole and absolute discretion and without an ongoing obligation or liability to you.

12. Indemnity

You agree to defend, indemnify, and hold Aspenify, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

13. Miscellaneous

Most disputes can be resolved without litigation. If you have any dispute with us, you agree that before taking any formal action, you will contact us at dispute-notice@aspenify.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Aspenify, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. Any dispute arising from this Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE IN AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN SAN FRANCISCO COUNTY, STATE OF CALIFORNIA AND THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

Any cause of action you may have with respect to your use of the Services must be commenced within one (1) year after the claim or cause of action arises.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

You and Aspenify are independent contractors, and no agency, partnership, joint venture, employer employee relationship is intended or created.

No waiver by Aspenify of any term or condition set forth in this Agreement 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 Aspenify to assert a right or provision under this Agreement shall not constitute a waiver of such right



or provision. If any provision of this Agreement 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 this Agreement will continue in full force and effect.

Upon termination, all provisions of this Agreement, which, by their nature, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

All claims between the parties related to this Agreement will be litigated individually and the parties will not consolidate or seek class treatment for any claim, unless previously agreed to in writing by the parties. In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

14. Questions and Comments

If you have any comments or questions on any part of the Services or any part of this Agreement, please feel free to contact our customer service department at terms-questions@aspenify.com.