

## Terpsy Web App Terms of Use

### **1. Acceptance of the Terms**

- 1.1.** These terms of use (the “Terms”) describe the terms on which SYTYS, LLC (“We,” “Us,” and “Our”) offers its services to any person or entity through the Terpsy web app located at <https://app.terpsy.com> (the “Web App”). By registering to use the Web App, using the Web App, or signing a separately executed agreement (an “Order Form”), you accept and agree to be bound by these Terms. If you are entering into these Terms on behalf of a company or other legal entity (“Organization”), you represent and warrant that you have the authority to bind such Organization to these Terms.

### **2. Modifications to Terms or the Web App**

- 2.1.** We may change these Terms from time to time by posting a revised version of the Terms on the Web App or a website that replaces it. Changes to the Terms are effective thirty days thereafter.
- 2.2.** We also reserve the right to modify our Web App at any time, with or without notice. We may add, remove, or change functionality or features, or discontinue the Services or the Web App altogether.
- 2.3.** You should review the Web App and these Terms frequently for modifications. Your continued use of the Web App after modifications are made constitutes agreement to the modifications. If you do not agree to the modifications to the Terms or Web App, you must discontinue your use.

### **3. The Services**

- 3.1.** You may use the services we provide through the Web App, including, but not limited to scheduling interpreting services, generating invoices, managing providers, customers, and consumers (the “Services”).
- 3.2.** The Web App is available only to individuals who are authorized to use it or otherwise permitted under applicable law. You agree to comply with these Terms when using the Web App. You are solely liable for any damages or losses caused by your breach of the Terms or Privacy Policy.
- 3.3.** You may be required to create an account and a password to use certain services or features on the Web App. You must be at least 18 years old and you must provide truthful and accurate information about yourself. We may request that you provide evidence of your age and we reserve the right to prohibit your use of the Web App if you fail to do so. Please update your account as your information changes.
- 3.4.** If you are entering into these Terms on behalf of an Organization, you agree to register an individual sub-account for each of the authorized employees, agents, and third-party contractors (“Sub-Account”) and pay any applicable fees to obtain authorized access as set forth in these Terms. These Terms shall govern the use of the Web App by such employees,

agents, and third-party contractors on your behalf, and you shall remain liable for their acts or omissions.

- 3.5.** You are solely responsible for all activity under any account you create on our Web App. You agree not to share your username or password or account information with anyone else. Keep your password confidential and try not to use it on other websites. You are solely responsible for any damages incurred from the unauthorized use of your account or the Web App. You agree to notify us immediately, in writing, in the event you become aware of any unauthorized use of your password or account. We may rely on the provision of your username and password as identifying and authenticating you as the authorized user.

#### **4. Fees and Payment**

##### **4.1. 30 Day Free Trial**

You may register for a one-time, thirty (30) day free trial of the Web App by registering for your account and by providing us with a valid email address. If you do not upgrade to a paid subscription for the Web App prior to the end of your 30-day free trial period, you may log in and view your existing account information for thirty (30) days thereafter, but you will not be able to create new information or update existing information. Your access to the Web App will automatically terminate and any data may be unavailable and may be deleted sixty (60) days thereafter.

##### **4.2. Paid Subscriptions**

If you are an individual, you agree to pay the monthly fee each month set forth in the Web App in order to use the Web App. If you are registering to use the Web App on behalf of an Organization, you agree to pay the monthly fee for each Sub-Account you establish with its status set to "Active" ("Active Users"). You agree to ensure that your Active Users do not share login or password information. You may maintain Sub-Accounts with its status not set to "Active" for recordkeeping purposes, but the Sub-Account will not have access to the Web App until it is later set to "Active." You are solely responsible for maintaining the "Active" status of Sub-Accounts. We will not provide a refund or credit for your failure to maintain an accurate status for a Sub-Account.

- 4.3.** We will bill the credit card that you provide us based on your current total number of Active Users. We will begin to charge you each month for your use one month in advance, starting with the date that you provide us your billing information. We will bill you on a recurring monthly basis thereafter. You may cancel your monthly subscription at any time from your account under Settings > Account > Terpsy Subscription. Any subscription or use that you cancel before the end of your billing month shall be refunded on a pro-rata basis. If you upgrade your subscription during that month, the next month's charge will reflect the change, and include a credit or an additional, prorated charge as may apply. If you terminate your subscription, access to the Web App will be automatically and immediately terminated, and data uploaded into the Web App may be may be unavailable and/or deleted within sixty (60) days thereafter.

- 4.4. You agree to pay us the fees set forth in the Web App, in these Terms, in an Order Form, or as otherwise set forth herein. You agree to pay all fees in US dollars by credit card or by other approved methods of payment we may offer on the Web App.
- 4.5. If you fail to make a payment when due, in addition to other remedies that may be available, we may suspend your access to the Web App or the Services. You agree to reimburse us for all costs incurred in collecting and late payments or fees, including reasonable attorney's fees, court costs, and collection agency fees.
- 4.6. Fees do not include local, state, federal, or foreign taxes, fees, duties, or other governmental charges ("Taxes") arising from the fees you pay under the Terms. You agree to pay all applicable Taxes, not including Taxes based on our net income or property. If we determine, in our sole discretion, that we have the legal obligation to pay or collect Taxes arising from the use of the Services or the Web App, we will add such amounts to your invoice and you agree to pay such Taxes unless you provide us with a valid tax exemption certificate from the applicable taxing authority.

## 5. Content You Post

- 5.1. You may only post Content (i.e., data, text, music, sound, photographs, graphics, video, messages or other material) on the Web App if you own or have permission to use that Content. You agree that you will not post Content that violates or infringes upon our or any third party's intellectual property rights (including copyrights, trademarks, trade secrets, patents, publicity rights or, to the extent protectable, confidential ideas). You warrant that the Content does not violate these Terms and will not cause injury to third parties. You further warrant that the Content you post is truthful, accurate, and complete, and agree to update the Content as necessary to maintain its truthfulness, accuracy, and completeness.
- 5.2. You are responsible for protecting your own intellectual property rights. You grant us a worldwide, irrevocable, perpetual, non-exclusive, royalty-free license to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Content.
- 5.3. The views, opinions, recommendations, advice, and theories of users is not ratified, subscribed to, or advocated by us. We do not review such Content, and we reserve the right, but not the duty, to monitor your posts. We may remove, disable, or restrict access to the Web App and any Content from the Web App (including, but not limited to, Content that you have posted or stored) that we believe, in good faith and in our sole discretion, to violate these Terms (whether or not we are in fact correct in our assessment). If you believe that we have acted mistakenly with respect to certain Content, you may contact us, in which case we may investigate the matter further. We may, however, take no further action. Posting or storing Content at the Web App is a privilege, not a right. Under no circumstances may we be held liable for removing, disabling or restricting access to or the availability of Content. We may terminate your right to use the Web App because of your posts.
- 5.4. We may use Content with or without attributing that Content to any user, and for any purpose. We may make the Content available to others. We may use public networks or other media to transmit or distribute the Content and may make changes as necessary to conform or adapt the Content to technical requirements of networks or other media. You

agree that we are not bound by any confidentiality requirements regarding this Content. If you send us any other information, ideas, suggestions, or communications, it will not be confidential, and we reserve the right to reproduce, use, disclose, and distribute it without any obligation to you.

- 5.5. You agree that you are solely liable for damages caused by the Content, including to third parties and for infringement or otherwise. You agree to indemnify, release, and hold us harmless from any all liability, claims, actions, loss, harm, damage, injury, cost or expense arising out of any Content you post.
- 5.6. Upon termination, you may request us to provide you with a copy of the information you entered into the Web App in CSV format if you agree to pay our reasonable time and materials costs involved with the production thereof. Production costs shall be billed hourly at a cost of \$120.00 per hour, with a minimum charge of one hour. We will provide you with an estimated cost for your review before we begin.

## **6. Content Posted by Others**

- 6.1. We do not preview or endorse the Content posted by others. We are not liable, directly or indirectly, for any loss or damage resulting from Content posted by others.

## **7. Your Use of the Web App**

- 7.1. Please do not post or transmit through the Web App any data, text, music, sound, photographs, graphics, video, messages, or other material that: (1) violates any laws; (2) infringes on anyone's privacy or publicity rights; (3) is defamatory, harassing, abusive, threatening, obscene, hateful, sexist, or racially or ethnically offensive; (4) promotes software or services that delivery unsolicited mail; or (5) promotes, encourages, or facilitates terrorism or other activities that risk national security.
- 7.2. You may not upload, post, email, or otherwise transmit any material on or through the Web App that: (1) contains viruses, Trojan horses, worms, cancel bots, time bombs, spyware, or similar computer programming routines; (2) is knowingly untrue, inaccurate, or misleading; (3) obtains information from or through the Web App in an unauthorized manner; or (4) damages or interferes with the operations of the Web App or with other users of this Web App.
- 7.3. You further agree that you will not: (1) misuse or share passwords or posted information; (2) use another user or Sub-Account's account or password to use the Web App; (3) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted on or through the Web App; (4) infiltrate or otherwise seek to gain unauthorized access to, or compromise the integrity of, the Web App; (5) harvest, collect, or store information about the users of this Web App or the other material posted by others on this Web App (including personal information); (6) use Content for any purpose inconsistent with the purpose of this Web App; (7) use hidden pages, images, or restricted access pages; (8) use the Web App in connection with surveys, contests, pyramid schemes, chain letters, junk email, spam, or any duplicative or unsolicited messages; (9) use any automated procedure to gather information or data from the Web

App by means of what is commonly called a "bot" or otherwise; (10) interfere with or disrupt the Web App, servers, or networks connected to the Web App; (11) breach or attempt to breach the security of software, networks, servers, data, computers, or other hardware relating to the Web App (or that of any third party that is hosting or interfacing with any part of the Web App); (12) create any frames at any other website pertaining to or using any of the information provided through the Web App, or promote bonus items, giveaways, random drawings, contests, or prizes on the Web App; or (13) duplicate, copy, or otherwise exploit the Web App or its Content for commercial purposes.

- 7.4.** Please note that by creating a user account, posting Content on the Web App, or otherwise providing us with your contact information (email address, postal address or phone number), you agree that we or our agents may contact you and others using that information in a manner consistent with these Terms. Specifically, you consent to receive electronic communications from us related to your use of a Web App. Notices may be posted on the Web App or sent via email. Notices directly specifically to you are deemed delivered and effective when sent to the email address you provide. You agree that agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

## **8. Intellectual Property**

- 8.1.** Using our Web App does not give you ownership of any intellectual property rights to the content you access. You may not use, publish, or disseminate Content from our Web Apps unless you obtain permission from us or its owner, or unless you are otherwise permitted by law. Unauthorized use, publication or dissemination of any Content, other than a link to this Web App, without our express written consent, may result in civil or criminal penalties, and will be prosecuted to the fullest extent possible under the law. It may also result in termination of the user's right to use and/or access the Web App.
- 8.2.** We grant you a personal, limited, non-exclusive, non-transferable, freely revocable license to view, download, or print Content available on the Web App. The Content you view, download, or print may be subject to other licenses and you agree to abide by those licenses. We may limit your ability to view, download, or print Content at our sole discretion.
- 8.3.** Any suggestions, requests, enhancements, recommendations, or other feedback you provide to us relating to the Services or the Web App shall be our sole and exclusive property and you agree that we shall own all rights, and you hereby assign all such rights, including all intellectual property rights in any and all such submissions.
- 8.4.** Unless otherwise stated, nothing within the Terms or the Web App shall be construed as conferring any license under the Terms of any of our intellectual property rights, or those of a third party, whether by estoppel, implication, waiver, or otherwise. You agree not to modify, alter, remove, or deface any of the trademarks, service marks, or other intellectual property made available by us in connection with this Web App. You agree not to use any of the trademarks, service marks, or other Content accessible through the Web App for any purpose other than the purpose for which this Content is made available to you. You agree not to defame or disparage us, our trademarks or service marks, or any aspect of this Web

App. Unless otherwise stated, you agree not to adapt, translate, modify, decompile, disassemble, copy, create derivative works of, or reverse engineer this Web App or any software or programs used in connection with this Web App.

**8.5.** If you believe any Content on the Web App infringes your copyrights, you may request that we remove the Content from the Services (or disable access to that Content), please forward the following information to Terpsy.com by email to support@terpsy.com:

**8.5.1.** Your postal address, telephone number, and email address;

**8.5.2.** A description of the copyrighted work that you claim has been infringed;

**8.5.3.** A description of the location of an original or an authorized copy of the copyrighted work, such as a URL;

**8.5.4.** A description of where the alleged infringing material is located, such as a URL;

**8.5.5.** A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;

**8.5.6.** An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

**8.5.7.** 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.

## **9. Social Networks and Other Third-Party Links**

**9.1.** The Web App may include features that operate in conjunction with certain third-party website, including social networking websites. If you decide to access any third-party links, you do so at your own risk. Your access and use of third-party websites and the services provided through those websites is subject to separate terms of use or other agreements posted on those Web Apps. You are responsible for reviewing and complying with those terms of use or other agreements. We have no control over the content posted on those Web Apps and make no representations about their availability, content, or security. Links are not intended to imply sponsorship, affiliation, responsibility, or endorsement. We provide no warranty as to the accuracy, availability, completeness, or legality of any information found on these Web Apps. We provide no warranty that these Web Apps are virus free and will not otherwise harm your device, computer, network, or system. We are not liable for these Web Apps' actions or their failure to act. We are not liable for damages or losses that you incur as a result of accessing third-party links.

**9.2.** If you believe that we have provided a link to a Web App that contains infringing or illegal content, we ask that you notify us so that we may evaluate whether, in our sole discretion, to disable or delete it.

## **10. Termination**

- 10.1.** We may, in our sole discretion, terminate or suspend your access to all or part of the Web App, Content and/or other services for any or no reason and with no prior notice to you. We reserve the right to take down Content, terminate your account, prohibit you from using the Web Apps, and/or take appropriate legal actions if we find that you have breached these Terms or otherwise acted inappropriately. If we terminate for any reason other than your breach or misconduct, and you have prepaid for services, we will reimburse you on a pro rata basis. Note that disabling your account may affect your access to services on the Web App, account details, files or other material in the account. Upon termination of these Terms for any reason, your authorization to use the Web App will likewise terminate, and you shall immediately cease use thereof. Any provision that must survive to give proper effect to its intent (e.g., indemnity, any perpetual license, limitations on liability, disclaimers, representations and warranties, etc.) shall survive the expiration or termination of these Terms.
- 10.2.** You may terminate these Terms at any time by discontinuing use of the Web App and/or Services provided by us or by written notice to us.

## **11. Our Warranties and Disclaimers of Liability**

- 11.1.** YOU AGREE THAT ALL ACCESS AND USE OF THIS WEB APP AND ITS CONTENTS IS AT YOUR OWN RISK. THIS WEB APP IS PROVIDED "AS IS" AND "AS AVAILABLE." WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ABOUT THIS WEB APP OR THE INFORMATION, SOFTWARE, FUNCTIONS, PROCESSES OR OTHER CONTENT HEREIN.
- 11.2.** WE DISCLAIM ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, INTEGRATION, APPROPRIATENESS, RELIABILITY, COMPLETENESS, TIMELINESS, MERCHANTABILITY OR USEFULNESS, ARISING FROM TRADE USAGE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR OTHERWISE, OF THIS WEB APP.
- 11.3.** WE DISCLAIM ANY WARRANTY THAT THE WEB APP WILL BE SECURE, UNINTERRUPTED, NOT DELAYED OR SUSPENDED, NON-INFRINGEMENT, UNCHANGED OR ERROR FREE OR THAT WE WILL CORRECT ANY DEFECTS THAT ARE FOUND.
- 11.4.** BY USING THE WEB APP, YOU ACKNOWLEDGE THAT, EXCEPT WHERE PROHIBITED, WE SPECIFICALLY DISCLAIM ANY LIABILITY (WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, COMMON LAW, STATUTORY, REGULATORY, CONSEQUENTIAL, COMPENSATORY, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE WEB APP, (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR GOODWILL, LOST BUSINESS OPPORTUNITY, DAMAGE TO BUSINESS REPUTATION, COMPUTER FAILURE, ANY FAILURE OF DELIVERY, THE COST OF PROCURING SUBSTITUTE GOODS AND/OR SERVICES, INCOMPLETE COMMUNICATION, INTERRUPTION OF SERVICE, LOST OR DAMAGED DATA, VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, OR THE VIOLATION OF YOUR RIGHTS BY ANY THIRD PARTY.

- 11.5. WE MAKES NO REPRESENTATIONS THAT THE MATERIALS CONTAINED WITHIN THE WEB APP ARE APPROPRIATE FOR LOCATIONS OUTSIDE THE UNITED STATES.
- 11.6. THE TERMS DO NOT AFFECT THOSE STATUTORY RIGHTS THAT YOU ARE ENTITLED TO AS A CONSUMER AND THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE.
- 11.7. YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH PERTINENT LOCAL LAWS. WE ARE NOT OBLIGATED TO INFORM USERS OF ANY LAWS.
- 11.8. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

## 12. Indemnification

- 12.1. You agree to defend, indemnify, and hold us harmless from and against any claims, actions, or demands, including, without limitation, legal and accounting fees, arising or resulting from:
  - 12.1.1. Your breach of these Terms;
  - 12.1.2. Your access to, use or misuse of the Web App, or any Content, Materials, information or services provided for on or by the Web App;
  - 12.1.3. Your negligence, actions, or omissions;
  - 12.1.4. Your violation or alleged violation of any law, regulation, or ordinance; or
  - 12.1.5. Your violation or alleged violation of the rights of any third party.
- 12.2. We shall provide notice to you of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under these Terms. In such case, you agree to cooperate with any reasonable requests assisting us in the defense of such matter. Your obligations as stated herein survive these Terms and your use of the Web App.

## 13. Additional Terms

- 13.1. **Choice of Law and Venue.** These Terms are governed by the internal substantive laws of the State of Texas without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts in Brazos County, Texas.
- 13.2. **Severability.** If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- 13.3. **No Waiver.** Failure by us to act on or enforce any provision of these Terms shall not be construed as a waiver of that provision or any other provision in these Terms. No waiver



shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

- 13.4. Entire Agreement.** Except as expressly agreed to in writing by us, these Terms constitute the entire agreement between the parties with respect to the subject matter, and supersede all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter.
- 13.5. Headings.** The section headings are provided merely for convenience and shall not be given any legal import.
- 13.6. Assignability.** You may not assign or transfer any rights under these Terms (or your account) to anyone without our consent. However, you agree that we may assign our rights and obligations to our affiliates or to a party that buys it without your consent.
- 13.7. Third-Party Benefits.** These Terms do not create any third-party beneficiary rights to any person who is not a party. However, companies affiliated with us may be considered third-party beneficiaries of these Terms.
- 13.8. Survival of Terms.** Provisions of the Terms relating to limitation of liability, indemnification, venue, choice of law, and any other provisions that by their nature should survive, will survive the termination of these Terms.
- 13.9. Public Information.** Except as otherwise stated in our Privacy Policy, any information submitted or provided by you to the Web App might be publicly accessible. Important and private information should be protected by you. We are not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use.

Should you have any questions or concerns regarding these Terms, you may contact us using the Tech Support feature in the Web App, or at [support@terpsy.com](mailto:support@terpsy.com)

These terms were last updated on July 10, 2019.