

# Terms of service

*Last Modified: August 13, 2017*

Welcome to Import.io Corporation (“Import.io,” “we,” “our,” or “us“). These Terms of Service govern your use of this website and the software and services made available here (collectively, the “Service“). To access the Service, users must at all times agree to and abide by these Terms of Service. The Service allows you to submit, store, and access certain business data and other information related to you, your customers, or your business (collectively, “User Data“).

This Terms of Service for the Service is a legal contract between you, either an individual subscriber, customer, member, or user of at least 18 years of age or a single company, organization, or entity (“you” or, collectively with other users, “Users“) and Import.io regarding your use of the Service. Import.io may have different roles with respect to different types of Users, and “you” as used in these Terms will apply to the appropriate type of User under the circumstances.

By registering for and/or accessing, browsing, using or subscribing to the Service, or by clicking “I Agree,” or otherwise affirmatively manifesting your intent to be bound by these Terms of Service, you signify that you have read, understood, and agree to be bound by the following terms, including any additional guidelines (collectively, the “Terms“), and to the collection and use of your User Data as set forth in the Import.io Privacy Policy, which can be found at <https://www.import.io/about/privacy/>.

If you are using or opening an account with Import.io on behalf of a company, entity, or organization (collectively, the “Subscribing Organization“) then you represent and warrant that you: (i) are an authorized representative of that entity with the authority to bind such entity to these Terms; (ii) have read these Terms; (iii) understand these Terms, and (iv) agree to these Terms on behalf of such Subscribing Organization.

Please read these Terms carefully to ensure that you understand each provision. This Agreement contains a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

1. **License Grant.** Subject to the terms and conditions of these Terms, Import.io hereby grants to you a limited, personal, non-transferable license to use the Service in the manner contemplated by these Terms solely for your internal business purposes. Users shall have no right to sub-license or resell the Service or any component thereof.
2. **Privacy.** User privacy is important to us. Please read our Privacy Policy which can be found at <https://www.import.io/about/privacy/>, carefully for details relating to the collection, use, and disclosure of your personal information.

3. Consent to List as Customer. By using the Service, you hereby grant, and represent and warrant that you have all rights necessary to grant, Import.io the right to include you and/or your Subscribing Organization as a customer or client of Import.
  
4. Eligibility; Termination. **THE SERVICE IS NOT AVAILABLE TO PERSONS UNDER 18 YEARS OF AGE OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY IMPORT.IO.** Import.io may terminate your account, delete any content or information that you have posted on the Service, and/or prohibit you from using or accessing the Service (or any portion, aspect, or feature of the Service) for any reason or no reason, at any time in its sole discretion, with or without notice. You agree that Import.io, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have with Import.io. In addition, Import.io reserves the right to discontinue any aspect of the Service at any time, including the right to discontinue the display of any User Data. You agree that any termination of your access to the Service or any account you may have or portion thereof may be affected without prior notice, and you agree that Import.io will not be liable to you or any third-party for such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Import.io may have at law or in equity.
  
5. Account Activity Responsibility
  - 5.1 User Accounts. In order to use certain aspects of the Service, you will have to register for the Service and create an account (“User Account“). When creating your account for the Service, you agree to provide true, accurate, current, and complete information. You further agree to maintain and update your personal information as needed to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your ID, password, or any credit, debit or charge card number), you agree to immediately notify Import.io. You may be liable for the losses incurred by Import.io or others due to any unauthorized use of your User Account. You may not establish more than one User Account for the same entity without Import’s written consent.
  - 5.2 System Access. You may choose to allow Import.io to automatically retrieve data from your system(s) or third-party systems or services or Third Party Sites (as defined below) on your behalf and/or you may use Import.io Service to do so, at your direction. You hereby represent and warrant that you have the permission, authority, and rights to use Import.io Service to access and/or to allow Import.io to automatically access such system(s) and services and Third Party Sites and you hereby grant Import.io permission to access such system(s) and services and Third Party Sites and retrieve User Data therefrom by indicating the same within your User Account. You hereby represent and warrant that your use of the Service will not violate any terms of service, agreement, privacy policy, or any express or implied communication, request or demand from any third party. Import.io disclaims any and all liability associated with accessing and retrieving User Data from such system(s)

and services and Third Party Sites on your or your Subscribing Organization's behalf. You are solely responsible for maintaining the confidentiality of information you provide that is necessary to access or retrieve data from your system(s) or third-party systems or services or Third Party Sites, including but not limited to any account ID, user name, password, ID, password, or any credit, debit or charge card number. In order to connect the Service with or to use the Service to access or retrieve data from any third-party system, services or Third Party Sites, you hereby agree that such connection, access or retrieval shall be done at your sole direction and control and/or you designate Import.io as your agent and attorney-in-fact in connection with such system, services or Third Party Sites, and further authorize the Service and/or Import.io to: (a) store your User Data relating to such system, services or Third Party Sites; (b) access such system, services or Third Party Sites using User Data you provide us; (c) use any materials you provide us in order to provide you the Service; (d) gather and export from such system, services or Third Party Sites any User Data reasonably necessary for us to provide the Service to you; and (e) otherwise take any action in connection with such system, services or Third Party Sites as is reasonably necessary for us to provide the Service to you. You agree that those third-party system or service providers or Third Party Sites are entitled to rely on the foregoing authorization, agency, and power of attorney granted by you. **IF AT ANY TIME YOU DO NOT HAVE THE RIGHT AND AUTHORITY TO ACCESS, RETRIEVE DATA OR CONNECT TO OR TO ALLOW IMPORT.IO TO AUTOMATICALLY ACCESS, RETRIEVE DATA OR CONNECT TO SUCH SYSTEM(S), SERVICE(S) OR THIRD PARTY SITES, THEN YOU HEREBY AGREE TO IMMEDIATELY DISABLE SUCH FUNCTIONALITY WITHIN YOUR USER ACCOUNT.**

- 5.3 Account Information. You acknowledge and agree that Import.io may access, preserve and disclose your account information and related contents if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any User Data violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Import.io, its users, or the public.

## 6. Payment Terms; Charges and Taxes

- 6.1 You are responsible for paying any applicable fees as set forth on the pricing and payment terms provided to and agreed upon by you at the time of your order, such as on an e-mail order or invoice, and applicable taxes associated with the Service in a timely manner with a valid payment method. Unless otherwise stated, all fees are quoted in U.S. Dollars. All payments must be made by the methods specified within the Service. You agree that we may charge your selected payment method for any such fees owed. You are required to keep your billing information current, complete, and accurate (*e.g.*, a change in billing address, credit card number, or expiration date) and to notify Import.io if your selected payment method is cancelled (*e.g.*, for loss or theft). All fees and charges are earned upon receipt by us and are nonrefundable (and there are no credits) except (a) as expressly set forth herein, and/or (b) as required by applicable law.
- 6.2 You are responsible for all charges incurred under your account made by you or anyone who uses your account (including your employees, co-workers, colleagues, team-members, etc.). If your payment method fails or you are past due on amounts owed, we may collect fees owed using other collection mechanisms. Your account

may be deactivated without notice to you if payment is past due, regardless of the dollar amount. You are also responsible for paying any governmental taxes imposed on your use of the Service, including, but not limited to, sales, use, or value-added taxes. To the extent Import.io is obligated to collect such taxes, the applicable tax will be added to your billing account.

- 6.3 Authorization to charge your chosen payment method account will remain in effect until you cancel or modify your preferences within the Service; provided, however, that such notice will not affect charges submitted before Import.io could reasonably act. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you ordered the applicable service or as provided to you at the time of your order, such as on an e-mail order or invoice. You agree that charges may be accumulated as incurred and may be submitted as one or more aggregate charges during or at the end of the applicable billing cycle.
- 6.4 Import.io reserves the right to change the amount of, or basis for determining, any fees or charges for the Service we provide, and to institute new fees, charges, or terms effective upon prior notice to our Users. You will receive notice of any fee change at least fourteen (14) days before the scheduled date of the transaction and failure to cancel your account as set forth herein will constitute acceptance of such fee change. Any changes to fees will apply only on a prospective basis. If you do not agree to any such changes to fees, charges, or terms, your sole remedy is to cancel your subscription. Fees paid for any subscription term are paid in advance and are not refundable in whole or in part. If you have a balance due on any Service account, you agree that Import.io can charge these unpaid fees to any payment method that you have previously provided.
- 6.5 Your Service will be automatically renewed and your credit card account (or other payment method account) will be charged as follows without further authorization from you: (a) every month for monthly subscriptions; (b) upon every one (1) year anniversary for annual subscriptions; (c) such other periodic rate you have selected from among the options offered on the Service or agreed in an order. **YOU ACKNOWLEDGE THAT YOUR SUBSCRIPTION IS SUBJECT TO AUTOMATIC RENEWALS AND YOU CONSENT TO AND ACCEPT RESPONSIBILITY FOR ALL RELATED RECURRING CHARGES TO YOUR APPLICABLE PAYMENT METHOD WITHOUT FURTHER AUTHORIZATION FROM YOU AND WITHOUT FURTHER NOTICE UNLESS REQUIRED BY LAW. YOU ACKNOWLEDGE THAT THE AMOUNT OF THE RECURRING CHARGE MAY CHANGE IF THE APPLICABLE TAX RATES CHANGE OR IF THERE HAS BEEN A CHANGE IN THE APPLICABLE FEES.**
- 6.6 For annual subscriptions, you will need to provide thirty (30) days' notice, prior to the annual renewal date, to give notice that you want to cancel your subscription, and the subscription will be cancelled upon receipt of such notification and no future charges will be made. For monthly or other subscriptions, you will need to provide seven (7) days' notice, prior to the monthly renewal date, to give notice that you want to cancel your subscription, and the subscription will be cancelled upon receipt of such notification and no future charges will be made.
- 6.7 Unless otherwise specified, queries used above the licensed quantity may be charged at three cents per query in blocks of one hundred.

7. Restrictions. When using the Service, including uploading or making available any User Data, you agree not to

- 7.1 Upload or transmit via the Service pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content;
- 7.2 Use the Service for any purpose that is unlawful or is otherwise prohibited by these Terms;
- 7.3 Use the Service in any manner that in our sole discretion could damage, disable, overburden, or impair the Service;
- 7.4 Use the Service to access, connect to or retrieve data from any third party system or services or Third Party Sites which are subject to terms of service prohibiting your manner of access to, connection to or retrieval of data from the system, service or site using the Service;
- 7.5 Use the Service in violation of any terms of service, agreement, privacy policy, or any express or implied communication, request or demand from any third party, or to access, connect to or retrieve data from any third party system or service or Third Party Sites without authorization or in excess of authorization;
- 7.6 Use the Service in any manner that infringes any copyright or other intellectual property, proprietary or moral right, or use the Service to circumvent any technological protection measure that controls access to or copying of copyrighted content;
- 7.7 Attempt to gain unauthorized access to the Service, or any part of them, other User Accounts, computer systems or networks connected to the Service, or any part of them, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service
- 7.8 Modify the Service in any manner or form, or use modified versions of the Service, including but not limited to for the purpose of obtaining unauthorized access to the Service;
- 7.9 Use any robot, spider, scraper, or other automated means to access the Service for any purpose without our express written permission, or bypass any measures we may use to prevent or restrict access to the Service;
- 7.10 Impersonate another person or access another User's User Account without that User's permission or to violate any contractual or fiduciary relationships;
- 7.11 Share Import.io-issued passwords with any third party or encourage any other User to do so;
- 7.12 Misrepresent the source, identity, or content of User Data;
- 7.13 Modify, adapt, translate or create derivative works based upon the Service;
- 7.14 Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- 7.15 Rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Service to any third party; provide time sharing or similar services for any third party; or use the Service for any purpose other than your own internal business use;
- 7.16 Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service, features that prevent or restrict use or copying of any content accessible through the Service or Service, or features that enforce limitations on use of the Service including, without limitation, creating multiple accounts in order to circumvent query limits or other restrictions based on your account type;
- 7.17 Access the Service if you are a direct competitor of Import.io, except with Import.io's prior written consent, or for any other competitive purposes; or
- 7.18 Collect or harvest any personally identifiable information, including account names, from the Service.

## 8. User Data

- 8.1 Use of User Data. By submitting User Data to Import.io, you hereby grant, and represent and warrant that you have all rights necessary to grant, all rights and licenses to the User Data required for Import.io and its subcontractors and service providers to provide the Service. Import.io shall have no right to sublicense or resell User Data, except however, that you agree that Import.io may collect, analyze, and use data derived from User Data, which may include Personal Data and/or information collected from or about an individual but which does not identify the individual personally, as well as data about you, and other Users' access and use of the Service, for purposes of operating, analyzing, improving, or marketing the Service and any related services. If Import.io shares or publicly discloses information (e.g., in marketing materials, or in application development) that is derived from User Data, such data will be aggregated or anonymized to reasonably avoid identification of a specific individual or the User. By way of example and not limitation, Import.io may: (a) track the number of users on an anonymized aggregate basis as part of Import.io's marketing efforts to publicize the total number of Users of the Service; (b) analyze aggregated usage patterns for product development efforts; or (c) use anonymous data derived from User Data in a form which may not reasonably identify either a particular individual or the User to develop further analytic frameworks and application tools. You further agree that Import.io will have the right, both during and after the term of these Terms, to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated data.
- 8.2 Your Responsibilities for User Data. In connection with User Data, you hereby represent, warrant, and agree that: (a) you have obtained the User Data lawfully, and the User Data does not and will not violate any applicable laws or any person or entity's rights, including such person's privacy, proprietary or intellectual property or moral rights; (b) the User Data is free of all viruses, Trojan horses, and other elements that could interrupt or harm the systems or software used by Import.io or its subcontractors to provide the Service; (c) all User Data has and will be collected by you in accordance with a privacy policy that permits Import.io to share, collect, use, and disclose such User Data as contemplated under these Terms, and if required by applicable law, pursuant to consents obtained by you to do each of the foregoing; (d) you are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to User Data provided hereunder; (e) Import.io may exercise the rights in User Data granted hereunder without liability or cost to any third party; and (f) the User Data complies with the terms of these Terms. For purposes of clarity, Import.io takes no responsibility and assumes no liability for any User Data, and you will be solely responsible for its User Data and the consequences of sharing or disclosing it hereunder, including Import.io's use of such User Data as contemplated herein.
- 8.3 Security Incidents. In the event that User Data is disclosed to or accessed by an unauthorized party, Import.io will promptly notify you and use reasonable efforts to cooperate with your investigation of the incident; and if such incident triggers any third party notice requirements under applicable laws, you agree that as the owner of the User Data, you will be responsible for the timing, content, cost and method of any such notice and compliance with such laws.
- 8.4 No Responsibility for Backups. Import.io will not be responsible for any backup, recovery or other steps required to ensure that User Data is recoverable in the case of data loss. You are solely responsible for backing up your User Data on a regular basis, and taking appropriate steps to safeguard and ensure the integrity of your User Data.
- 8.5 Rights to User Data. You own all right, title and interest (including all intellectual property rights) in and to your User Data.

9. **Ownership; Proprietary Rights.** The Service is owned and operated by Import.io. The visual interfaces, graphics, design, compilation, information, computer code, products, software, services, and all other elements of the Service provided by Import.io, but expressly excluding any of the foregoing owned or licensed by and posted to the Service at the direction of Users (including without limitation User Data) (“Materials“) are protected by intellectual property and other applicable laws. Except for any technology licensed by Import.io, which is owned by and provided by our third-party licensors, all Materials contained in the Service, including without limitation the intellectual property rights therein and thereto, are the property of Import.io or its subsidiaries or affiliated companies. All trademarks, service marks, and trade names are proprietary to Import.io or its affiliates and/or third-party licensors. Except as expressly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Materials or the intellectual property rights therein or thereto, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas“). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Import.io under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Import.io does not waive any rights to use similar or related ideas previously known to Import.io, or developed by its employees, or obtained from sources other than you.
  
10. **Third-Party Sites, Third-Party Information**
  - 10.1 You or the Service may call the servers of other websites or services solely at the direction of and as a convenience to You and/or other Users (“Third Party Sites“). Import.io makes no express or implied warranties with regard to the information, or other material, products, or services that are contained on or accessible through Third-Party Sites. Access and use of Third Party Sites, including the information, material, products, and services on such sites or available through such sites, is solely at your own risk.
  - 10.2 **YOU ACKNOWLEDGE THAT IMPORT.IO DOES NOT MANAGE OR CONTROL THE USER DATA THAT YOU ACCESS, STORE OR DISTRIBUTE THROUGH THE SERVICE, AND ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THAT INFORMATION REGARDLESS OF WHETHER SUCH USER DATA IS TRANSMITTED TO OR BY YOU IN BREACH OF THESE TERMS. IMPORT.IO MAKES NO WARRANTY WITH RESPECT TO SUCH USER DATA YOU MAY ACCESS, STORE OR DISTRIBUTE THROUGH THE SERVICE. IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IMPORT.IO MAKES NO WARRANTY THAT SUCH USER DATA WILL BE FREE OF ANY VIRUS, WORM, TROJAN HORSE, EASTER EGG, TIME BOMB, CANCELBOT, OR OTHER DESTRUCTIVE OR MALICIOUS CODE OR PROGRAMS. YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST IMPORT.IO WITH RESPECT TO THIRD**

PARTY AND/OR USER DATA THAT YOU CHOOSE TO ACCESS, STORE OR DISTRIBUTE, THROUGH THE SERVICE.

11. Security and Privacy Settings. We have implemented commercially reasonable technical and organizational measures designed to secure your User Data from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your User Data for improper purposes. You understand that internet technologies have the inherent potential for disclosure. You acknowledge that you are under no obligation to provide Personal Data or other sensitive information in order to use the Service and that you provide any such information at your own risk.

12. Disclaimers; No Warranties

- 12.1 THE SERVICE AND ANY THIRD-PARTY OR USER DATA, SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, IMPORT.IO, ITS SUPPLIERS, LICENSORS, AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.  
12.2 IMPORT.IO, ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.  
12.3 IMPORT.IO, ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THIRD PARTY OR USER DATA, MATERIAL, OR DATA THROUGH THE USE OF THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH THIRD PARTY OR USER PROVIDED INFORMATION, MATERIAL, OR DATA. IMPORT.IO WILL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE OR MAINTAIN ANY THIRD-PARTY OR USER DATA.  
12.4 CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.



### 13. Limitation of Liability

- 13.1 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL IMPORT.IO OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSSES OR LIABILITY RESULTING FROM LOSS OF DATA, LOSS OF REVENUE, ANTICIPATED PROFITS, OR LOSS OF BUSINESS OPPORTUNITY) THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE INFORMATION OR MATERIALS ON THE SERVICE, OR ANY OTHER INTERACTIONS WITH IMPORT.IO, EVEN IF IMPORT.IO OR A IMPORT.IO AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, IMPORT.IO'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

13.2 IN NO EVENT WILL IMPORT.IO'S OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD-PARTY PARTNERS', LICENSOR'S, OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION YOUR INTERACTIONS WITH OTHER USERS, (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE DURING THE MONTH IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR CLAIM .

13.3 YOU ACKNOWLEDGE AND AGREE THAT IMPORT.IO HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), AND THAT THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND IMPORT.IO.

### 14. Indemnification.

- 14.1 Our Indemnity. Import.io will indemnify, defend and hold you harmless from liabilities, losses and damages finally awarded by a court of competent jurisdiction, based on a third-party claim that Import.io's proprietary software infringes the intellectual property rights of a third party; provided that such indemnity shall not apply if the alleged infringement results from (a) use of the software in conjunction

with any web-site searches or any other data or the use thereof in connection with the software; or (b) unlicensed activities and so long as you promptly notify Import.io in writing of any such third-party claim and Import.io is permitted to control fully the defense and any settlement of such third-party claim as long as such settlement shall not include a financial obligation on you or implicate you in any alleged infringement action. You shall cooperate fully in the defense of such third-party claim and may appear, at your own expense, through counsel reasonably acceptable to Import.io. You shall not undertake any action in response to any infringement or alleged infringement of the software. Import.io may settle any third-party claim on a basis requiring Import.io to substitute for the software alternative substantially equivalent non-infringing programs. In the event that providing an acceptable alternative non-infringing program is either not available or practical in Import.io's sole reasonable discretion, the parties may agree to terminate the Agreement. **THE PROVISIONS OF THIS SECTION 14.1 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF IMPORT.IO AND ITS LICENSORS TO YOU, AND IS YOUR SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.**

- 14.2 Your Indemnity. You agree to defend, indemnify and hold harmless Import.io and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Service, including any data or work transmitted or received by you; (b) your violation of any term of these Terms, including without limitation, your breach of any of the representations and warranties above; (c) your violation of or User Data violating any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any claim or damages that arise as a result of any of your User Data or any other data that are submitted via your account; or (f) any other party's access and use of the Service with your unique username, password or other appropriate security code. Import.io will have the right to control the defense, settlement, adjustment or compromise of any such claims, actions or proceedings by using counsel selected by Import.io. Import.io will use reasonable efforts to notify you of any such claims, actions, or proceedings upon becoming aware of the same.

15. **Location of the Service.** The Service is hosted in the United States making use of third party cloud servers. Import.io makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the U.S. By using the Service, you are consenting to have your personal data transferred to and processed in the United States.

16. **Governing Law; Arbitration; and Class Action/Jury Trial Waiver**

- 16.1 Governing Law. You agree that: (a) the Service shall be deemed solely based in California; and (b) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Santa Clara County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Santa Clara County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.
- 16.2 Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IMPORT.IO. For any dispute with Import.io, you agree to first contact us at [legal@import.io](mailto:legal@import.io) and attempt to resolve the dispute with us informally. In the unlikely event that Import.io has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, “Claims”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Santa Clara County, California, unless you and Import.io agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Import.io from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property or other proprietary rights.
- 16.3 Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND IMPORT.IO ARE EACH WAIVING THE RIGHT TO A

TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

17. Miscellaneous

- 17.1 Notice and Modifications. Import.io may provide you with notices, including those regarding changes to Import.io's terms and conditions, by email, regular mail, or postings on the Service. Notice will be deemed given twenty-four hours after email is sent, unless Import.io is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Service. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Service is deemed given five (5) days following the initial posting. Import.io reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Import.io is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Import.io may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If any such revision is unacceptable to you, your only remedy is to terminate your Import.io User Account. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.
- 17.2 Waiver. The failure of Import.io to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Import.io.
- 17.3 Severability. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions; except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.
- 17.4 Assignment. These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Import.io without restriction.
- 17.5 Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, shall survive such termination or expiration, including, but not limited to, Sections 3 and 8 through 21.
- 17.6 Headings. The heading references herein are for convenience only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.
- 17.7 Entire Agreement. This, including the agreements incorporated by reference, constitutes the entire agreement between you and Import.io relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change made by Import.io as set forth in these Terms.
- 17.8 Claims. YOU AND IMPORT.IO AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE

WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.  
OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

18. Disclosures. The Service is offered by Import.io Corporation, located at 20 South Santa Cruz Ave, Suite 102, Los Gatos, CA 95030 and can be reached via email at [support@import.io](mailto:support@import.io). If you are a California resident, (a) you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information; and (b) in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.
  
19. Digital Millennium Copyright Act (DMCA) Information. Import.io respects the intellectual property rights of third parties and responds to allegations that copyrighted material has been posted, uploaded or shared on or through the Service without authorization from the copyright holder in accordance with the safe harbor set forth in the Digital Millennium Copyright Act (“DMCA”). Import.io will also, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights of others in accordance with the DMCA.
  - 19.1 Notification of Alleged Copyright Infringement. The DMCA provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you have a good faith belief regarding the use of materials on the Service infringes your copyright, you may send to Import.io a notice requesting that the material be removed, or access to it be blocked. If you believe that your work has been copied and made available through the Service in a way that constitutes copyright infringement, you may send a written document to Import.io’s Designated Agent (as set forth below) that contains the following (a “Notice”):
    1. A description of the copyrighted work that you claim has been infringed and, if multiple copyrighted works are covered by a single notification, a list of all such works.
    2. Identification of the URL or other specific location that contains the material that you claim infringes your copyright described in Item 1 above. You must provide us with reasonably sufficient information to locate the allegedly infringing material.
    3. A physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf of the owner of an exclusive right that is allegedly infringed;
    4. 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 applicable law.
    5. A statement by you that the information contained in your Notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the owner’s behalf.
    6. Your name, mailing address, telephone number, and email address.
  
  - 19.2 If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the

DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Service should be sent to Import.io's designated agent:

Name

Address

Email (copyright@import.io)

- 19.3 Please note that you may be liable for damages, including court costs and attorneys fees, if you misrepresent that content uploaded by a Service user is infringing your copyright. It is suggested that you consult with your legal advisor before filing a notice or counter-notice.
- 19.4 Upon receiving a proper Notice, Import.io will remove or disable access to the allegedly infringing material. We will also advise the alleged infringer of the DMCA Counter Notice Procedure described below by which the alleged infringer may respond to your claim and request that we restore this material.
- 19.5 Counter Notice Procedure. If you believe your own copyrighted material has been removed from the Site in error, you may submit a written Counter Notice to our Designated Agent (as identified above) that includes the following:
  1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled.
  2. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, the Northern District of California or any other judicial district in which Import.io may be found.
  3. A statement that you will accept service of process from the party that filed the Notice or the party's agent.
  4. Your name, address and telephone number.
  5. A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
  6. Your physical or electronic signature.
- 19.6 If you send our Designated Agent a valid, written Counter Notice meeting the requirements described above, we will restore your removed or disabled material within 10 to 14 business days from the date we receive your Counter Notification, unless our Designated Agent first receives notice from the party filing the original Notice informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees.
- 19.7 Repeat Infringer Policy. In accordance with the DMCA and other applicable laws, we will, at our discretion, disable and/or terminate access to the Service by users who may infringe or repeatedly infringe the copyrights of others.