

Capabl Inc Terms of Use

Last updated November 23, 2021

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Our products, services and our Site are not intended for individuals for their personal use. Further, access to certain secured areas of our Site are restricted to persons working for or employed by companies that have an agreement with Capabl, whether by having either purchased a subscription, or otherwise having been granted access to our proprietary tools (collectively defined as an “Agreement”), or placed orders with us to receive access to other products and services for the subject company’s business needs. Your use of our Site and our products and services are governed by these Terms of Use, our Privacy Policy (www.capabl.co/privacy), the other Policies, and, where applicable, your company’s Agreement with Capabl. **You should familiarize yourself with the terms of your company’s agreement with Capabl, as your misuse of our Site, products and/or services may expose you and your company to liability.**

Updates to this Site:

Each time a user accesses and views the Site, the Terms of Use and the other Policies should be reviewed because we reserve the right to change them from time to time without notice. Your continued use of the Site immediately after such changes are posted on the Site constitutes your acceptance of such changes.

Not intended for Children:

THE SITES AND OUR PRODUCTS AND SERVICES ARE INTENDED FOR THE EXCLUSIVE USE OF PROFESSIONALS OVER 18 YEARS OF AGE. IF YOU ARE NOT OVER 18 YEARS OF AGE, YOU MUST NOT USE OR ACCESS THE SITES OR OUR PRODUCTS AND SERVICES. BY USING THE SITES OR OUR PRODUCTS AND SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE OVER THE AGE OF 18, AND MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE SITES OR OUR PRODUCTS AND SERVICES.

Geographic Restrictions

IF YOU CHOOSE TO ACCESS THE SITE FROM LOCATIONS OUTSIDE THE UNITED STATES, YOU DO SO AT YOUR OWN RISK and are responsible for compliance with any and all local laws. You may not use the Site or our products and services in violation of U.S. export laws and regulations.

Changes to These Terms of Use

Any of these Terms of Use may be changed at any time without notice to you. Your use of our Site, and your use of or access to our products and services immediately after such changes are posted will mean you accept such changes. Therefore, each time you use our Site, or access our proprietary database or other products and services, you should review these Terms of Use.

Cookies

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Except as otherwise set forth in an agreement between Capabl and You, any information, suggestions or comments regarding this Site, our services and/or products or otherwise ("User Content") will be considered non-confidential and non-proprietary, and Capabl is free to use, copy, disclose, distribute and otherwise exploit any such User Content for any purpose. You agree that You have the right and authority to share User Content and to grant to Capabl the right to use and/or commercially exploit such User Content without any consideration and without restriction, including to create new features and/or to enhance our Site, products and/or services, and to freely use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit and distribute the User Content for any purpose and in any form, medium, or technology now known or later developed.

Use of Services

Through the Site, You may have access to software and service offerings ("Services"). Your use of Services is subject to all agreements such as a master service, subscription,

license, or user agreement that accompanies or is included with the Services, ordering documents, exhibits, and other terms and conditions that apply (“Services Terms”). If Services are provided on or through the Site and such Services are not licensed for Your use through a specific agreement to the Services, You may not use, modify or alter the Services in any way and the Services may not be redistributed. You may download, store, display on Your computer, view, listen to, play and print Capabl Content that Capabl publishes or broadcasts on the Site or makes available for download through the Site provided that the Capabl Content: (a) may be used solely for Your personal, informational, noncommercial purposes; (b) may not be modified or altered in any way; and (c) may not be redistributed.

Registration; Password and other Access Credentials

If Your use of the Site or any products or services offered through the Site requires You to complete a registration process, and/or your employer has purchased a subscription for our products and/or services and you are registering to access the same for your company, You agree to provide us with current, complete and accurate information. You are responsible for safeguarding against misuse and maintaining the confidentiality of any user identification and access credentials You receive and/or create in connection with using this Site, or any products or services offered through the Site. You are responsible for all activities that occur using Your user identification and access credentials, and You agree to immediately notify Capabl of any unauthorized use or breach of security associated with Your user access credentials, including your user name and password or passcode.

Prohibited Uses.

You agree not to access or use the Site in any manner that could damage, disable, overburden, or impair any Capabl accounts, computer systems or networks (“Capabl Systems”). You agree not to attempt to gain unauthorized access to any parts of the Site or any Capabl Systems. You agree not to interfere or attempt to interfere with the proper working of the Site or any Capabl Systems. You agree not to use any robot, spider, scraper or other automated means to access the Site or any Capabl Systems without Capabl’s express written permission. You may not share Your access credentials with anyone else for any reason.

Without limiting the foregoing, the following are prohibited uses:

You may not use the Site for any unlawful purposes. You agree not to use the Site:

- In any way that violates any applicable United States federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- To impersonate or attempt to impersonate us, one of our employees, another user, or any other person or entity; or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Site;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the servers on which the Site are stored, or any server, computer, or database connected to the Site;
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Site.
- Attempt to copy or imitate or allow others to copy or imitate the functionality, UI, or design of Capabl with the aim of creating or improving a competing product.

Linked Sites

Capabl has not reviewed any sites linked to this Site and is not responsible for the content on any such sites. Linking to any other sites is strictly at Your own risk. Your use of those sites are governed by their terms of use and privacy policy, and not by our Policies.

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Indemnification

By using the Site, You agree to defend, indemnify and hold Capabl, its officers, directors, employees and agents harmless from any and all claims, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, due to or arising in any way from Your use of the Site, Your violation of these Policies, or Your submission of any User Content on or through the Site, or Your violation or infringement of any third party rights, including intellectual property rights.

Termination

Capabl may, in its sole discretion, at any time, discontinue providing access or terminate Your use or access of the Site. Upon such termination, You will immediately destroy any downloaded or printed Capabl Content. All warranty disclaimer, limited liability, indemnification and miscellaneous provisions set forth in these Policies survive termination of Your use of the Site and these Policies as they apply to You. You agree that Capabl is not liable to You or any third-party for any termination or limitation of Your access to, or use of, the Site or any Content, including Capabl Content that You may have shared.

Changes to Policies

Capabl may change these Policies from time to time by posting the updated Policies on the Site. It is Your responsibility to review the Policies regularly. You are deemed to accept a change to the Policies upon Your use of the Site following any such change.

Third Party Websites, Content, Products and Services

The Site provides links to web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of the Site. Capabl is not responsible for third party Content provided on or through the Site or for any changes or updates to such third-party sites, and You bear all risks associated with the access to, and use of, such web sites and third party Content, products and services. All third-party trademarks, registered trademarks and service marks that appear on the Site are the property of their respective owners.

Governing Law; Jurisdiction

The laws of the State of Delaware in the United States of America govern these Policies and Your use of the Site. You and Capabl expressly disclaim the U.N.

Convention on Contracts for the International Sale of Goods. You agree that any dispute with Capabl will be conducted in the courts of the State of Delaware and You agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Delaware, in connection with any such dispute. In the event of any claim or dispute arising out of or relating to these Terms of Use, you agree to the exclusive jurisdiction in the courts located in Delaware and waive any rights to claim inconvenient forum or immunity, except that with respect to any injunctive action brought by us against you, we also have the right to bring an action against you in any court that has jurisdiction. **Each user of the Site waives any and all rights to a jury trial with respect to any claim arising out of or relating to the Site or any Content, services, or materials provided in or through the Site.**

The following applies if You access the Site: You are doing so at Your own risk, and You remain fully responsible and liable for familiarity and compliance with these Policies as well as with the laws, regulations, directives, codes, and rules of the United States, and the country within which You reside, and/or work including applicable import and export compliance laws and regulations, as well as those of the jurisdiction from which You are accessing the Site, and any other applicable jurisdiction which may be involved in the access, transmission, routing, receipt, disclosure, storage or use of information on this Site.

We may disclose information, including but not limited to, information concerning a user or subscriber, data transmission made using the software or services, to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, governmental request, or to protect Us and others from harm, or where such disclosure is necessary to the proper operation of the software and services or to enforce, defend or pursue any claims arising from or relating to our services and products, our agreement with your company and our Policies.

Survival: All of your obligations and undertakings stated in these Terms of Use will continue after your company's Agreement with us expires or otherwise terminates.

General: These Terms of Use, together with the other Policies [\[insert link\]](#) constitutes the entire agreement between us and all users of this Site with respect to the subject matter contained in these Terms of Use and supersede all previous and contemporaneous agreements, proposals, and communications, written or oral.

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. No waiver of these terms will be valid, except in the event that the waiver is in writing and signed by an officer of Capabl.

If any provision of these Terms of Use 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 maximum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Notice and Procedure for Making Claims of Copyright Infringement

Capabl's policy is to investigate notices of alleged copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to a Service Provider's Designated Agent in a written communication. Any written notification of alleged copyright infringement using this site or Capabl's services must be sent only to the following Designated Agent:

Service Provider:

Capabl, Inc

16708 Setter Point LN

Davidson, NC 28036

Designated Agent:

General Counsel

Capabl, Inc

251 Little Falls Drive

Wilmington, Delaware 19808

Under the DMCA, the notification must include the following: (i) a physical or electronic signature of the owner, or a person authorized to act on behalf of the owner of the copyright that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing, and information reasonably sufficient to permit the service provider to locate the material; (iv) address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted; (v) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement, made

under penalty of perjury, that the information in the notification is accurate and that the complaining party is the owner, or is authorized to act on behalf of the owner, of the copyright that is allegedly infringed. THE CONTACT INFORMATION FOR OUR DESIGNATED AGENT IS PROVIDED EXCLUSIVELY FOR NOTIFYING CAPABL OF ALLEGED COPYRIGHT INFRINGEMENT. OUR DESIGNATED AGENT WILL NOT RESPOND TO ANY NOTICES OR INQUIRIES UNRELATED TO ALLEGED COPYRIGHT INFRINGEMENT.

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