

Terms of Use

This application and all accompanying websites and pages (collectively called the “**App**”) is operated by Tetragram Inc. (“**Tetragram**”). Throughout the App, the terms “we”, “us” and “our” refer to Tetragram. Tetragram offers this App, including all information, tools, and services available from this App to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our App and/or posting to our public forum, you engage in our “**Service**” and agree to be bound by these Terms of Service, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the App, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our App. By accessing or using any part of the App, you agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, then you may not access the App or use any aspect of the Service. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

By agreeing to these Terms of Service, you represent that you have reached the age of majority in your jurisdiction of residence and you are otherwise authorized to use the App and its features.

Tetragram does not guarantee that the content of this App and/or the Service is appropriate for all jurisdictions. You acknowledge that access to the content on the App and use of the Service may not be legal by certain persons or in certain jurisdictions.

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our App. It is your responsibility to check this page periodically for changes. Your continued use of or access to the App following the posting of any changes constitutes acceptance of those changes.

For the purposes of these Terms of Service, “**Content**” means information, materials, and other content, including, but not limited to, video, sounds, images, text, data and designs.

SECTION 1 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this App is not accurate, complete or current. The material on this App is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this App is at your own risk.

This App may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the App at any time, but we have no obligation to update any information on our App. You agree that it is your responsibility to monitor changes to our App.

SECTION 2 - MODIFICATIONS TO THE SERVICE

We reserve the right to modify or discontinue the Service (or any part or Content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service.

SECTION 3 –ACCURACY OF ACCOUNT INFORMATION

You agree to provide current, complete and accurate account information for all redemption requests made. You agree to promptly update your account and other information, including your email address, so that we can complete and deliver your redemption or contact you as needed.

SECTION 4 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our App or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, or other such information. We reserve the right to correct any errors, inaccuracies or

omissions, and to change or update information if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 5 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the App is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the App (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 6 - THIRD-PARTY LINKS

Certain Content, products and services available through the Service may include materials from third-parties.

Third-party links on the App may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant

and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, Content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 7 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions, or if, without a request from us, you post to our user forum or send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “**comments**”), you grant to Tetragram an unrestricted, irrevocable license to edit, copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, such comments without compensation or acknowledgment. For clarity, we are and shall be under no obligation to: (1) maintain any comments or posts in confidence; (2) pay compensation for any comments or posts; or (3) respond to any comments or posts.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Tetragram acts solely as a technological intermediary between users, pursuant to 47 U.S.C. § 230. Tetragram does not produce, provide or control user Content. We may, but have no obligation to, monitor, edit or remove comments or other Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise

objectionable or violates any party's intellectual property or these Terms of Service. However, we have no liability related to any comments, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise.

SECTION 8 - PERSONAL INFORMATION

Your optional submission of personal information through the Community & Group Forums otherwise on the App is governed by our Privacy Policy, found at tetragram.com/privacy which is incorporate herein by reference. You may also have access to your Private Journal. Unless specifically opted in by you, any content in your Personal Journal shall not be made available to third parties. Any information or content shared in a Community & Group Forum will not be anonymous and will not be deidentified for other Community & Group Forum members. However, any data generated through your use and engagement with the Community & Group Forum may be aggregated and deidentified for third party use.

You agree to provide true, accurate, current, and complete information when registering for use of the App or the Service. It is your responsibility to maintain and promptly update this information to keep it true, accurate, current, and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your use of the Service without notice and to refuse any and all current and future use of the App.

Although sections of the App may be viewed simply by visiting the App, in order to access some Content and/or additional features offered at the App, you will need to register as a member. If you create an account on the App, you may be asked to supply your name, address, a User ID and password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated from the

App, to access the App using your account or User ID. We reserve the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the App and in the provision of the Service to you. We do not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the App.

SECTION 9 - PROHIBITED USES

You are prohibited from using the App or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit worms, viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service, the App, other webApps, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service the App, other websites, or the Internet. We reserve the right to terminate your use of the Service or the App for violating any of the prohibited uses.

You also agree, as a condition of accessing the Service, that you shall not: (i) attempt to circumvent the App or its communications process by any means; (ii) make any effort to obtain unauthorized access to any portion of the App that is not intended for users; or (iii) make any communication to other users related to any third-party economic interests, including, but not limited to, promotions of other websites, businesses or interests.

SECTION 10 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

The Service relies on certain data to operate on a mobile device, including, but not limited to, user location information and user generated Content. By default, data used for running the Service is automatically fetched or pushed via a data connection, without any limitation. The more frequently your mobile device pushes or fetches data, the quicker your device battery may drain.

You expressly agree that your use of, or inability to use, the Service is at your sole risk and that you are solely responsible for any damages that may result, including loss of data or damage to your computer system. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Tetragram, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content posted, transmitted, or otherwise made available via the Service, even if advised of their possibility.

Our liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to the App for the Service, but in no case will the App's liability to you exceed \$100. You acknowledge that if no fees are paid to Tetragram for the Service, you shall be limited to injunctive relief only, unless otherwise permitted by law, and shall not be entitled to damages of any kind from Tetragram, regardless of the cause of action.

If your jurisdiction of residence does not allow the exclusion or the limitation of liability for consequential or incidental damages, our liability to you shall be limited to the maximum extent permitted by law.

SECTION 11 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Tetragram and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable solicitors'/attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the policies they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 12 – OWNERSHIP

The Service and App are owned by Tetragram Inc. Most aspects of the Service and App, including, but not limited to, all methods, processes, content, formats, domain names, and extensions are the exclusive property of Tetragram. Other rights, including, but not limited to, all inventions, trade secrets, patents, copyrights, trademarks and other intellectual property rights are the exclusive property of Tetragram. Tetragram does not confer any rights to any user, either expressly or by implication, except as otherwise provided herein.

The Content on the App may be subject to copyright protection. Applicable copyrights are the proprietary property of Tetragram, its users, its licensors, or other third parties with all rights reserved. Content on the App may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, or otherwise used for the creation of derivative works without the express written consent of Tetragram.

You are granted a non-exclusive, non-transferable, limited permission to access and display the Content appearing on the App for purposes of personal, non-commercial use of the Service only, and subject to these Terms of Service. You must retain all copyright, trademarks, and other intellectual property notices contained in Content. The foregoing license provided to you by

Tetragram is subject to revocation at any time without notice and with or without cause. Any use of the Service other than specifically provided in these Terms of Service or as expressly granted by Tetragram is strictly prohibited and shall immediately terminate without notice any license granted herein.

Some Content appearing on the App, including, but not limited to, third party content, software and related resources, may be subject to their own terms, conditions, licenses and notices. Such Content shall be governed by their own terms and conditions as may or may not be provided.

SECTION 13 – COPYRIGHT INFRINGEMENT

Tetragram prohibits copyright infringement on its App. Pursuant to the Digital Millennium Copyright Act (“DMCA”), Tetragram provides the following contact information for receipt of infringement notices: Tetragram Inc. dmca@tetragramapp.com. Any notice of claimed infringement must be a written communication that includes the following under 17 U.S.C. §512(c)(3):

- i.** A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii.** Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works.
- iii.** Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- iv.** Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic 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.

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of a notice of claimed infringement, Tetragram will remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of the claim. Subsequent proceedings after initial notification are governed by the DMCA. Pursuant to the DMCA and other applicable law, Tetragram reserves the right to terminate any infringer, particularly repeat infringers, for any reason in its sole discretion.

SECTION 14 – TRADEMARK INFRINGEMENT

Tetragram prohibits trademark infringement on its App. Tetragram provides the following contact information for receipt of infringement notices: Tetragram Inc. copyright@tetragramapp.com

Any notice of claimed infringement must be a written communication that includes the following:

- i. A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the trademark claimed to have been infringed, complete with registration number and issuing government authority.
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

Upon receipt of a notice of claimed infringement, Tetragram will investigate the claim. Tetragram reserves the right to terminate any infringer, particularly repeat infringers, for any reason in its sole discretion.

SECTION 15 – Reserved

SECTION 16 - GOVERNING LAW

These Terms of Service, and your use of the App and the Service, shall be governed by and construed in accordance with the laws of the Delaware. Tetragram does not guarantee that the content of this App and/or the Service is appropriate for all jurisdictions.

SECTION 17 - GENERAL

These Terms of Service and any policies or operating rules posted by us on this App or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). We may update these Terms of Service with written notice to you. Your continued use of the Service or the App following notice shall constitute your acceptance to same.

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

The headings used herein are included for convenience only and will not limit or otherwise affect these Terms of Service.

A breach or violation of any of these Terms of Service will result in an immediate termination of your use of the Service. Tetragram further reserves the right, in its sole discretion, to suspend or terminate your use of the Service for any reason. The App may similarly prohibit a User from accessing the App or any portion of the Service at its sole discretion. Tetragram reserves the right to cancel or disable accounts dormant for a period of 12 months or more in its sole and absolute discretion.

SECTION 18 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at contact@tetragramapp.com. Similarly, any notice or other communication regarding these Terms of Service should be in writing and sent to us at info@tetragramapp.com