

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

# Sales Order Form

Current Date: Jan 25, 2023

Expiration Date: March 5, 2023

Prepared by: Ryan Watkins, rwa@monsido.com

Customer	Florida Housing Corporation 227 N Bronough St #5000 Tallahassee FL 32301	Term Start Date	05/06/2022
		Invoicing Date	05/06/2022 (Net 30)
		Renewal Date	05/06/2023
Primary Contact	David Hearn david.hearn@floridahousing.org	Invoicing Contact	David Hearn david.hearn@floridahousing.org

NAME	PRICE (USD)
Monsido Platform - Standard New	\$6,900.00

Web Scanning: 10,000

Users: Unlimited

Features: Quality Assurance, Accessibility, Mobile Accessibility, PDF Accessibility Site Inventory, Heartbeat, Policy, SEO, Statistics, Heat Maps, Compliance Shield™ (PageAssist™ & PageCorrect™), Training & Support

**Total (USD)      \$6,900.00**

This SOFTWARE AS A SERVICE AGREEMENT ("the Agreement") is entered into and shall become effective on the earlier of either the date of signature or date of issuance of a purchase order referencing this Order Form and the terms and conditions herein (the "Effective Date"). This Agreement is entered into between Monsido, LLC., a Delaware Limited Liability Company with a principal place of business located at 212 W. Main St., Suite 500, Durham, NC 27701, ("Service Provider"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms of Service and Data Protection and Privacy Policy Statement and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

FLORIDA HOUSING  
CORPORATION

By: 

Name, Hugh R. Brown  
Title: General Counsel  
3/9/2023

Monsido, LLC

By: 

Name: Robert Sydnor  
Title: CTRo & Business Operations

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

**FLORIDA HOUSING  
CORPORATION**

Date:

# TERMS OF SERVICE

**BY EXECUTING AN ORDER FORM AND OTHERWISE USING THE MONDISO SERVICES, YOU HEREBY AGREE TO BE BOUND TO THE FOLLOWING TERMS OF SERVICE.**

## SECTION I: DEFINITIONS

As used herein, the following terms shall have the following definitions:

- a) References to "Customer" mean a registered User of the Services.
- b) References to "Customer Website" mean those publicly-available pages of Customer's Website.
- c) References to "Dispute" mean any claim, conflict, controversy, disagreement between the Parties arising out of, or related in any way to, these Terms (or any Terms, supplement or amendment contemplated by these Terms,) including, without limitation, any action in tort, contract or otherwise, at equity or at law, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, performance, termination, interpretation or enforcement of these Terms or any Terms contemplated by the Terms.
- d) References to "Effective Date" mean the date the Services are to start as set forth on the Order Form.
- e) References to "Material Breach" mean any breach of these Terms upon the occurrence of which a reasonable person in the position of the non-breaching Party would wish to immediately terminate these Terms because of that breach.
- f) References to an "Order Form" mean an Order Form signed by a Customer.
- g) References to the "Services" mean any and all services offered by Service Provider, including but not limited to those Web governance and Web page crawling services provided to Service Provider's Customers and any add-on services as set forth on the Order Form.
- h) References to the "Terms" and/or "Agreement," mean this, these Terms of Service as set forth herein.
- i) References to "Service Provider" and/or "Monsido," mean Monsido, Inc., and its subsidiaries, parents and affiliates.
- j) References to the "Web site" mean the Web sites bearing the URL <http://www.monsido.com> and [app.monsido.com](http://app.monsido.com) as well as any other Web site owned and/or operated by Service Provider related to the Services.

## SECTION II: GENERAL PROVISIONS

**2.1. About the Services.** Service Provider provides an online tool suite and optional add-on services to scan the Customer's Web site once every seven (7) days, or more frequently, if requested and included in Customer's plan as set forth on the Order Form. Each scan shall produce a status report via email, which is thereafter accessible via the online dashboard available via the Web site. Via this same dashboard, Customer can also grant access to an unlimited number of permitted users within its own organization (each an "Authorized User,") to find and solve issues and make improvements related to Quality Assurance ("QA,") Search Engine Optimization ("SEO") and Web Governance. A current list of the Services provided via the tool suite can be found online at <http://monsido.com/features/> and is subject to change from time-to-time, without notice, and pursuant to Service Provider's sole and exclusive discretion. Notwithstanding the foregoing, in the event that such features are downgraded, Customer shall have the option to terminate this Agreement without penalty. In addition to the tool suite, Customer may purchase additional add-on tools, including but not limited to the PageAssist software widget and the PageCorrect feature.

**2.2. Reliance on the Services; Assumption of the Risk.** Customer acknowledges that the Services are 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. Customer acknowledges further that any reliance on the Services is at Customer's own risk.

**2.3. Restrictions and Responsibilities.** In addition to the other restrictions on use set forth herein, Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Service Provider or authorized within the Services); or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party. Further, Customer may not remove or export from the United States or any other authorized territory or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, the EU embargoed countries list set forth by the E.U. Common Foreign and Security Policy, or any other United States or European Union or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Service Provider's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

**2.4. Restriction on Pages and Information Scanned.** The Services are intended to be used to scan only Customer's public-facing web pages. For the avoidance of doubt, in no event shall Customer utilize the Services to scan private areas of Customer's Web sites, such as those areas that are password protected or contain private information about Customer and/or its users, employees, contractors, officers, directors, and/or other agents. In the event Customer so utilizes the Services in such a manner, Customer agrees and acknowledges that Monsido shall not be held liable for any damages arising from or related to the same, including but not limited to damages that may arise related to the failure to comply with data protection rules and regulations. Customer shall utilize the Software to scan only those URLs and domains belonging to Customer and/or for which Customer has a license to operate and manage the same. In no event shall the Software be used to scan URLs and domains outside of Customer's control or otherwise in bad faith.

**2.5. System Updates.** The Services will include all updates and new versions of the Software for no additional price increases through the duration of the Term. In the event Service Provider releases new services, products or modules, which were not a part of Customer's original service plan, Customer may elect to add such services, products or modules to its plan upon the payment of additional fees.

**2.6. Technical Support.** Service Provider will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm U.S. Pacific time, with the exclusion of U.S. Federal Holidays ("Support Hours.") Customer may initiate a helpdesk ticket during Support Hours by calling +1 858-281-2185 (United States Customer,) +44 20 3808 5496 (European Customer,) or +45 89 88 19 15 (Scandinavian Customer,) via email at [info@monsido.com](mailto:info@monsido.com) or via chat support available online at <https://monsido.com/services/help-center>. Customer may also send us a message at any time via our support ticket system on Customer's Account dashboards or via the form available at <http://monsido.com/contact/>. Service Provider will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. We further provide technical support and product training as well as help center support. For more information see <http://monsido.com/services/product-training/> and <http://monsido.com/services/help-center/>, respectively.

## SECTION III: ACCOUNTS, USE OF THE SERVICES

**3.1. Online Accounts.** Customer shall be given the opportunity to register via an online registration form to create an account, (hereinafter Customer's "Account,") that will allow Customer and Customer's Authorized Users to receive information from Service Provider and/or to participate in certain features of the Services. Service Provider will use the information Customer provides in accordance with Service Provider's Data Protection and Privacy Policy Statement, attached hereto. Customer represents and warrants that all information Customer provides on the registration form is current, complete and accurate to the best of Customer's knowledge. Customer agrees to maintain and promptly update Customer's registration information so that it remains current, complete and accurate. During the registration process, Customer may be required to choose a password. Customer acknowledges and agrees that Service Provider may rely on this password to identify Customer. Customer is responsible for all use of Customer's Account as well as any action taken thereunder by an Authorized User, regardless of whether Customer authorized such access or use, and for ensuring that all use of Customer's Account complies fully with the provisions of these Terms of Service.

**3.2. Multiple Accounts, Transfer Prohibited.** Customer shall not have more than one (1) Account and shall not sell, trade or transfer that Account to any other person or entity.

**3.3. Right to Monitor.** Service Provider shall have the right to monitor Customer's Account in Service Provider's sole and exclusive discretion.

**3.4. Customer Responsibilities.** Customer shall ensure that any of Customer's Web sites are compatible with the Service Provider's tools. If Customer is using an AJAX application, the AJAX application must be designed to allow a crawler to access its content. Customer must use a current version of a major internet browser (e.g. Firefox, Chrome, Safari, Internet Explorer, Edge or some similar, well-known browser.) Regardless of the Web browser or coding language used, Customer shall ensure that the Service Provider's crawler is not blocked by any of the Customer's technology.

**3.5. Data Confidentiality.** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Service Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Service Provider to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance or development of the Services or as otherwise permitted herein or in the Service Provider's Data Protection and Privacy Policy Statement, attached hereto) or divulge to any third person any such Proprietary Information, unless required by law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Customer shall own all right, title and interest in and to the Customer Data. Service Provider shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, Customer feedback or technical support, except for any pre-existing intellectual property rights owned by Customer and (c) all intellectual property rights related to any of the foregoing. Nothing in this provision shall be read to require Customer to provide any feedback. Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Service Provider offerings. No rights or licenses are granted except as expressly set forth herein.

**3.6. Service Levels.** The Services shall be available Ninety-Nine Percent (99.0%) of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Service Provider's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Service Provider's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Service Provider will credit Customer Five Percent (5%) of the service fees for each period of sixty (60) or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Service Provider) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Service Provider in writing within three (3) business days from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of service fees in any one (1) calendar month in any event. Service Provider will only apply a credit to the month in which the incident occurred. Service Provider's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Service Provider to provide adequate service levels under this Agreement.

## SECTION IV: FEES; TERMS OF PAYMENT; REFUNDS

**4.1. Service Fee.** Subject to the terms of the Order Form together with any trial offer set forth thereon, Customer must pay the service fee and any additional add-on service fee each year during the Term in advance. Payment of the first (1st) service fee shall be due and owing as set forth in Section 4.3 of this Agreement. Service Provider reserves the right to change the service fee, or any other applicable fees and charges and to institute new charges and service fees at the end of the Initial Term or then current renewal term, upon thirty (30) calendar days' prior notice to Customer (which may be sent by email).

**4.2. Invoicing.** All service fees as set forth herein shall be pre-paid, in full, on a monthly, annual or per-Term basis, (the "Billing Cycle,") as set forth on the Order Form, on the first (1st) day of the Billing Cycle, where the first (1st) day of the first (1st) Billing Cycle shall be the Effective Date set forth in the Software as a Service Agreement entered into by and between the parties. Payment shall be due and owing, in full, within thirty (30) calendar days of the Billing Date.

**4.3. Form of Payment.** Payment shall be made by Automated Clearing House ("ACH") or wire transfer, check, or recurring credit/debit card payment. A W9 form is available upon request.

**4.4. Taxes.** Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider as a result of Customer's payment of any and all fees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of these Terms shall be paid or withheld by Service Provider. To the extent such taxes apply to Customer, Customer is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Customer's subscription and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Order Form, all fees, rates, and estimates exclude sales taxes and/or any indirect taxes including, but not limited to, VAT/GST/JCT. If Monsido believes any such tax applies to Customer's subscription and Monsido has a duty to collect and remit such tax, the same may be set forth on an invoice to Customer unless Customer provides Monsido with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, and shall be paid by Customer immediately or as provided in such invoice. Customer shall indemnify, defend, and hold harmless Monsido and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Monsido to remit amounts collected for such purpose from Customer. Monsido is solely responsible for taxes based upon Monsido's net income, assets, payroll, property, and employees.

**4.5. Suspension of Services.** In the event a balance remains unpaid by Customer thirty-one (31) calendar days following the first (1st) day of the Billing Cycle for the Fees set forth above, Customer agrees and acknowledges that the Services shall be automatically suspended, without notice, until such payments are made, in arrears. Where permitted by law, unpaid amounts are subject to a finance charge of One-and-a-Half Percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

**4.6. Refunds.** Due to the electronic nature of the Services, in no event other than material breach of these Terms by Service Provider shall a refund be granted.

in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term, Customer's failure to utilize the Services, or Service Provider's failure to meet any Service Level as set forth herein unless such failure is intentional or malicious.

## SECTION V: TERM AND TERMINATION

**5.1. Term and Termination: Renewals.** These Terms are legally binding as of the Effective Date and shall continue for a term as set forth in the Order Form or until otherwise terminated as provided for herein, (the "Initial Term.") Following the Initial Term and unless otherwise terminated as provided for herein the Term shall automatically renew for successive terms, (each, a "Renewal Term,") with the Service Fees due under this Renewal Term shall be (i) the Service Provider's then-current Service Fees for the Services; or (ii) the Service Fee of the previous Term or Renewal Term plus three percent (3%); provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. Without limiting the right of a party to terminate these Terms, a party may terminate this Agreement for convenience upon prior written notice to the other party with no fewer than thirty (30) calendar days prior written notice. Further, without limiting the right of a party to immediately terminate these Terms for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate these Terms for cause as of a date specified in such notice. The Initial Term may be modified by agreement of the parties via the Order Form in which case the Term set forth on the Order Form shall control.

**5.2. Payments upon Termination.** In the event that Customer terminates use of the Services, except for in instances of Service Provider's material breach of these Terms, prior to the end of the Term, the remainder of the service fees and other fees shall immediately become due and owing and shall be paid in full no later than thirty (30) calendar days following Customer's notice of termination. In no event shall any fees paid be refunded, in whole or in part, for any reason or no reason whatsoever, where Customer terminates use of the Services prior the end of the Term, Customer failures to utilize the Services, or Service Provider fails to meet any Service Level as set forth herein unless such failure is intentionally or malicious. Notwithstanding the foregoing, in the event of termination by Service Provider without cause, Service Provider shall refund to Customer any pre-paid fees, pro-rata, from the date of termination.

## SECTION VI: DISCLAIMERS; LIMITATIONS OF LIABILITY

**6.1. DISCLAIMER OF WARRANTY.** Service Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Service Provider or by third-party providers, or because of other causes beyond Service Provider's reasonable control, but Service Provider shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL.

**6.2. LIMITATION OF LIABILITY.** SUBJECT TO THE LAST SENTENCE OF SECTION 6.1 ABOVE, (A) CUSTOMER AGREES THAT USE OF THE SERVICES (INCLUDING ANY RELATED SOFTWARE PRODUCT PROVIDED BY SERVICE PROVIDER PURSUANT TO THESE TERMS OF SERVICE) IS AT CUSTOMER SOLE RISK. NEITHER SERVICE PROVIDER NOR SERVICE PROVIDER'S AFFILIATES NOR ANY RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED. (B) SUBJECT TO THE LAST SENTENCE OF SECTION 6.1, ANY DOWNLOADABLE SOFTWARE, PRODUCTS OR OTHER MATERIALS, WITHOUT LIMITATION, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AGAINST INFRINGEMENT, PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL. OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. (C) ALTHOUGH ALL INFORMATION AND MATERIALS PROVIDED VIA THE SERVICES ARE BELIEVED TO BE RELIABLE, SERVICE PROVIDER MAKES NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE SERVICES. (D) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER, SERVICE PROVIDER'S EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR MEMBERS, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT (EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE), INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES. (E) SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER'S CUSTOMER DATA INFORMATION EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE AS TO NON-CONFORMITY WITH INDUSTRY DATA PROTECTION STANDARDS. BY UTILIZING THE SERVICES CUSTOMER ACKNOWLEDGES AND AGREES TO SERVICE PROVIDER'S DISCLAIMER OF ANY SUCH LIABILITY. (F) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, SERVICE PROVIDER'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF SERVICE PROVIDER'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES CUSTOMER PAYS TO SERVICE PROVIDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) ONE THOUSAND U.S. DOLLARS AND NO/CENTS (\$1,000.00.) WHICHEVER IS GREATER. (G) FOR THE AVOIDANCE OF DOUBT, THE FORGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SHALL APPLY TO ANY AND ALL ADDITIONAL SOFTWARE PRODUCTS, TOOLS, OR WIDGETS ("OPTIONAL SOFTWARE PRODUCTS.") BY PURCHASING THE SAME. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE MISUSE OF SUCH OPTIONAL SOFTWARE PRODUCTS MAY POSE SIGNIFICANT RISK TO CUSTOMER AND CUSTOMER'S END-USERS, AND CUSTOMER HEREBY ACCEPTS FULL LIABILITY FOR THE SAME, SUBJECT TO THIS SECTION 6.2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN

CUSTOMERS. The above limitations shall survive these Terms and inure to the benefit of Service Provider and Service Provider's employees, subsidiaries, parents, agents, partners, third-party content providers, vendors and their respective directors, officers, and members.

## SECTION VII: GOVERNING LAW; ARBITRATION

**7.1. Governing Law.** For governmental agencies: These Terms shall be governed and construed in accordance with the laws of your jurisdiction. For non-governmental customers: These Terms shall be governed and construed in accordance with the laws of the state of Florida without regard to its conflicts of law provisions. Customer agrees to submit to the personal jurisdiction of the courts located in Broward County, Florida, and any cause of action that relates to or arises from these Terms and/or the Services must be filed therein unless subject to the binding arbitration provisions of Section 7.2, infra.

**7.2. Arbitration.** Applicable only to non-governmental customers: The Parties agree that any dispute concerning, relating, or referring to these Terms and/or the Services shall be resolved exclusively by binding arbitration in accordance with the substantive laws of the state of Florida and shall be brought for arbitration in Broward County, Florida, pursuant to the rules of the American Arbitration Association. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Nothing herein prevents either Party from seeking any interim injunction it deems necessary in order to preserve the status quo prior to the resolution of any dispute, in any jurisdiction.

## SECTION VIII: INTELLECTUAL PROPERTY

**8.1. Ownership.** All proprietary software, third party licensed software, software libraries, services, methodologies, techniques, algorithms, tools, materials, products, ideas, designs, and know-how used by Service Provider in providing the Services (including all reports and their copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) and deliverables (whether oral or written) are, and shall remain, the sole and exclusive property of Service Provider. Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from Service Provider to Customer.

**8.2. Grant of License by Customer.** Service Provider reserves the right to reference Customer on public customer lists and to use Customer's name and logo on the Service Provider's Web site for marketing purposes. Additionally, Service Provider may request the use of Customer's name and/or logo in press releases, advertising material and other promotional material. Any such intent for use of Customer marks will be presented to the Customer in advance.

**8.3. Grant of License by Service Provider.** In consideration of the payment of the service fee, subject to the terms and conditions hereof and for the duration of the Term, Service Provider grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the software and Services.

**8.4. Restriction on Grant of License.** Section 8.3, supra, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of Monsido. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only, and understands and agrees that any other use shall be considered fraud.

## SECTION IX: THIRD-PARTY ADVERTISEMENTS, PROMOTIONS, AND LINKS

**9.1. Use of Third-Party Tools, Services, and Products.** We may provide you with access or refer you to Third-Party tools, services, and products over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to or refer you 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, services or products. Any use by you of optional tools, products, or services offered through the Services or otherwise referred to you by us 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, services, and products are provided by the relevant Third-Party provider(s).

## SECTION X: MISCELLANEOUS

**10.1. Authority.** Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its Terms.

**10.2. Waiver.** Any waiver of a right under these Terms of Service shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

**10.3. Force Majeure.** Service Provider shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond our control, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, pandemics, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). Service Provider shall use all reasonable efforts to notify Customer of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

**10.4. Assignment.** Service Provider shall have the right to assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any wholly-owned subsidiary, parent company, or affiliate after notifying Customer as provided for herein. Notwithstanding the forgoing, Services Provider shall not assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any other third party except for as referenced above without providing thirty (30) calendar days' written notice to Customer who shall have the option to terminate the Agreement at its option. In the event Customer divests all or any part of its businesses to a third party (whether direct or indirect or by sale, merger, consolidation, or otherwise) or reorganizes its businesses, Customer may assign or duplicate its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Customer and such third party. No terms added to any purchase order issued by the Customer shall have any force or effect unless expressly consented to, in signed writing, by an authorized representative of Service Provider. In the event Service Provider does so expressly consent to such PO terms, this Agreement shall control.

**10.5. Rights of Third Parties.** These Terms do not give any right to any Third Party unless explicitly stated herein.

**10.6. Relationship of the Parties.** The Parties are independent contractors under these Terms, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither Party has authority to enter into Terms of any kind in the name of the other Party.

**10.7. Severability.** If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

**10.8. Notices.** Except as explicitly stated otherwise, any notices shall be given by postal mail to the address first set forth above, as amended from time-to-time.

**10.9. Entire Agreement.** This Agreement, together with the Order Form represents the complete and exclusive statement of the Agreement between the Parties as to the subject matter hereof. No other Agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the Parties concerning this Agreement.

# DATA PROTECTION AND PRIVACY POLICY STATEMENT

Monsido operates [monsido.eu](http://monsido.eu) and [app.monsido.eu](http://app.monsido.eu) as well as provides a Web governance suite of software services to its customers. This Data Protection and Privacy Policy Statement informs you of our policies regarding the collection, use and disclosure of Personal Data in our role as a Data Controller (as defined by the rules and regulations of the GDPR. Monsido attaches great importance to ensuring that your personal data and crawled data are collected, used, stored and erased in accordance with the current applicable regulations as stipulated by local, state, national, federal, and other data protection legislation. Protecting your data is a matter of great importance to our company. If you have requests concerning your personal information or any questions please contact us [info@monsido.com](mailto:info@monsido.com).

If you have objections to the Data Protection and Privacy Policy Statement, you should immediately discontinue use of the Web site and our Services.

European Customers may find information regarding our role as a Data Processor (as defined by Article 28, sub-section 3 of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) in the Data Processing Agreement entered in to by and between the Customer and Monsido.

## 1. Definitions.

For purposes of this Privacy Policy references to "Customer" mean a registered User of the Services.

References to "Customer Web site" mean those publicly-available pages of Customer's Web site.

For purposes of this Privacy Policy references to "us," "we," "our," and/or "Monsido" mean Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, and its subsidiaries, parents, and affiliates.

References to the "Services" mean those Web governance and Web page crawling services provided to Service Provider's Customers.

References to the "Web site" mean the Web site bearing the URL [www.monsido.com](http://www.monsido.com) and [app.monsido.com](http://app.monsido.com).

References to "you," and/or "User," mean the User of the Web site and/or the Services.

**2. Agreement to be Bound.** The following Data Protection and Privacy Policy Statement governs the collection and use of private information via the Web site and the Services. By accessing the Web site and/or registering for the use of our Services you represent that you have read and understand the Data Protection and Privacy Policy Statement and that you agree to be bound by thereby.

This Data Protection and Privacy Policy Statement may be additionally subject to our Terms of Service for those Users who have registered for our Services and may be additionally subject to our Cookie Policy and General Web site Terms and Conditions for Users of our Web site, which may be found online at <https://monsido.com/cookie-policy/> and <https://monsido.com/general-terms-and-conditions>, respectively.

**3. Modifications and Changes to the Data Protection and Privacy Policy Statement.** We may modify, add to, suspend or delete the Data Protection and Privacy Policy Statement, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being effective thirty (30) calendar days following their posting to the Web and emailing a notice to the registered Users of our Services. Your access of the Web site and/or use of our Services, after modification, addition or deletion of the Data Protection and Privacy Policy Statement shall be deemed to constitute acceptance by you of the modification, addition or deletion. The most recent version of our Data Protection and Privacy Policy Statement may be found online at <https://monsido.com/data-protection-and-privacy-policy-statement>.

**4. The Information We Collect.** We collect both personally-identifiable information or personal data and non-personally-identifiable information from you. Often, you choose what information to provide to us, but, sometimes, we may require certain information for you to use and for us to provide the Services.

**Registration & Account Set Up.** In order to register you as a Customer and set up an account, we will collect personal data, which may include your full name; telephone number; tax identification information; address; and email address. You are not required to provide us with this information to sign up, but we will need it to provide certain services. For example, in order to provide a demo we would need your contact information. In order to sign you as a Customer, we would need your corporate details and invoicing information and the contact information for your account administrators.

In instances where a User creates an anonymous user profile via the Web site, a pseudonym is generated. In such an instance, specific Users are not tied to the account and no personal data is collected unless provided by User.

We do not collect any financial information, such as credit card numbers or billing information as all such data is processed by our data processors, currently Stripe and Quaderno, and may be subject to such third parties' own Privacy Policies, available at <https://stripe.com/privacy> and <https://quaderno.io/privacy/>, respectively.

**Automated Information.** Monsido automatically receives and records information from your browser or your mobile device when you visit the Site or use certain other Services, such as your IP address or unique device identifier, cookies and data about which pages you visit in order to allow us to operate and provide the Services. This information is stored in log files and is collected automatically. We may combine this information from your browser or your mobile device with other information that we or our partners collect about you, including across devices. This information is used to prevent fraud and to keep the Services secure, to analyze and understand how the Services work for members and visitors, and to provide advertising, including across your devices, and a more personalized experience for members and visitors.

We may also automatically collect device-specific information when you install, access, or use our Services. This information may include information such as the hardware model, operating system information, app version, app usage and debugging information, browser information, IP address, and device identifiers. For more information about these online tools and how we use them, see our Cookie Policy.

**Location Information:** We may collect information about your use of the Services for advertising, analytics, to serve content and to protect the Services, including your IP address, browser information (including referrers), device information (such as iOS IDFA, IDFA for limited non-advertising purposes, Android AAID, and, when enabled by you, location information provided by your device). We may obtain location information you provide in your profile or your IP address. We may use and store information about your location to provide features and to improve and customize the Services, for example, for Monsido's internal analytics and performance monitoring; localization, regional requirements, and policies for the Services; for local content, search results, and recommendations; for mapping services; and (using non-precise location information) marketing. Certain non-precise location services, such as for security and localized policies based on your IP address or submitted address, are critical for the site to function. We will only share your geo-location details with third parties (like our mapping, payments, or, to the extent applicable, advertising providers) in order to provide you with the Services.

**Analytics Information:** We use data analytics to ensure site functionality and improve the Services. We do not link the information we store within the analytics software to any personally identifiable information that you submit.

**Scan Caches.** For Customers we also collect and cache copies of all Customer Web site pages crawled by our software, which includes all publicly-available pages. We do not intentionally collect nor are any part of our Services to be used by Customer for the scanning of private pages of the Customer's intranet, where the same may contain personally-identifiable information related to employees, contractors, officers, directors, agents, customers and clients of Customer.

**5. Use of Your Information and Your Preferences.** We may use your personally-identifiable information to process transactions and process contracts; to provide customer service administration; to contact users via e-mail or telephone; to respond to inquiries, and/or other requests or questions; to send company news, updates and other related info via our mailing list; to facilitate registration for our Services; and to provide technical support.

We may use your non-personally identifiable information to create traffic statistics for our Web site; to create User statistics for our Services; to improve customer service; and to personalize your User experience.

Monsido gives you the choice of providing, editing or removing certain information, as well as choices about how we contact you. You may change or correct your Monsido account information through your account settings. You can also request the deletion of the personal information in your account.

Depending on your location, you may also have certain additional rights with respect to your information, such as: (i) data access and portability (including the right to obtain a copy of your personal data you provided to Monsido, via your settings); (ii) data correction (including the ability to update your personal data, in many cases via settings); (iii) data deletion (including the right to have Monsido delete your personal information, except information we are required to retain, by contacting us); and (iv) withdrawal of consent or objection to processing (including, in limited circumstances, the right to ask Monsido to stop processing your personal data, with some exceptions, by contacting us).

We use non-technically necessary cookies and similar technologies. A more detailed explanation of the technologies we use, and how to opt out when applicable, can be found in our Cookie Policy.

You may also control the receipt of certain types of communications from Monsido. Monsido may send you messages about the Services or your activity. Some of these messages are required, service-related messages for members (such as transactional messages or legal notices). Other messages are not required, such as newsletters. You can control which optional messages you choose to receive via the unsubscribe link in our emails.

If you no longer wish to use the Services or receive service-related messages (except for legally required notices), then you may close your account as set forth in the termination provision of your Terms of Service, or by contacting us at [info@monsido.com](mailto:info@monsido.com).

**6. Our Newsletter and How to Opt-Out.** We operate an email newsletter program, used to inform subscribers about products and services supplied by us. Subscription to our newsletter is opt-in. Users can opt-out of receiving our newsletter at any time by following the unsubscribe link contained in the footer of any newsletter.

Email marketing campaigns published by us may contain tracking facilities within the actual email. Subscriber activity is tracked and stored in a database for future analysis and evaluation. Such tracked activity may include but shall not be limited to: the opening of emails, forwarding of emails, the clicking of links within the email content, times, dates and frequency of activity. This information is used to refine future email campaigns and supply the User with more relevant content based around their activity.

**7. Do Not Track (DNT) Disclosure.** Please note that while you may have the opportunity to opt-out of targeted advertising as discussed in the "How to Opt-Out" section above, and you may be able to control the use of cookies through your Web browser as described in the "Use of Cookies" section below, some Web browsers may also give you the ability to enable a "do not track" setting. This setting sends a special signal to the Web sites you encounter while Web browsing. This "do not track" signal is different from disabling certain forms of tracking by declining cookies in your browser settings, as browsers with the "do not track" setting enabled still have the ability to accept cookies. We do not respond to Web browser "do not track" signals at this time. If we do so in the future, we will describe how we do so in this Privacy Policy. For more information about "do not track," visit <http://www.allaboutdnt.org/>.

**8. Disclosures of your Information.** Your information may be used by us for the purposes provided for herein. We may pass your information on to third parties designated by you, our third-party service providers and affiliates, our successors and assigns, and our subsidiaries and parent companies, if applicable. Crawled data and statistics data are not shared with any third parties except as set forth herein. We may also disclose your data if necessary in the public interest or necessary to protect your vital interests, or those of other.

Note that we principally rely on consent (i) to send marketing messages, (ii) for third-party data sharing related to advertising, and, to the extent applicable, (iii) for the use of location data for advertising purposes.

Monsido also needs to engage third-party companies and individuals (such as payment processors, research companies, and analytics and security providers) to help us operate, provide, and market the Services. These third parties have only limited access to your information, may use your information only to perform these tasks on our behalf, and are obligated to Monsido not to disclose or use your information for other purposes. Our engagement of service providers is often necessary for us to provide the Services to you, particularly where such companies play important roles like processing payments and shipments and helping us keep our Service operating and secure. In some other cases, these service providers aren't strictly necessary for us to provide the Services, but help us make it better, like by helping us conduct research into how we could better serve our users. In these latter cases, we have a legitimate interest in working with service providers to make our Services better.

**9. Legal Disclaimer.** In addition to the forgoing disclosures contained in Section 7, we reserve the right to disclose your personally-identifiable information as required by law and when it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Services, General Web site Terms and Conditions, Cookies Policy and other policies, or as otherwise required by law.

**10. Other Web Sites.** Our Web site may contain links to other Web sites, which are outside our control and are not covered by this Data Protection and Privacy Policy Statement. If you access other Web sites using the links provided, the operators of these Web sites may collect information from you, which will be used by them in accordance with their privacy policies, which may differ from ours.

**11. Cookies.** To enhance your online experience, we may use "cookies" or similar technologies. Please see our Cookie Policy, available online at <https://monsido.com/cookie-policy/> regarding our use of cookies.

**12. Access to and/or Modification of Your Information.** If you access the Web site and/or Services and thereby provide personally-identifiable information, you may modify, update or delete such information by sending us an email at [info@monsido.com](mailto:info@monsido.com). You should be aware, however, that it is not always possible to completely remove or modify information in our databases, including but not limited to for legal reasons; in such an event, your personally-identifiable information will be erased, if possible, once the legal storage term has expired. In addition, please be aware that your ability to opt out from receiving marketing and promotional materials does not change our right to contact you regarding your use of the Web site and/or the Services.

**13. Privacy Protection for Children Using the Internet; notice to minors** Protecting children's privacy is important to us. For that reason, we do not collect or maintain information of those persons we actually know are under the age of thirteen (13) nor is any part of the Web site or our Services targeted to attract anyone under the age of thirteen (13). We request that all users of the Web site and our Services who are under the age of thirteen (13) not disclose or provide any personally-identifiable information. If we discover that a child under thirteen (13) has provided us with personally-identifiable information, we will delete that child's personally-identifiable information from our records. You are responsible for any and all account activity conducted by a minor under your account.

In addition to protecting the privacy of children under age (13) we are committed to protect the privacy of minors. Though neither our Web site nor our Services is not targeted to minors nor is it intended to be used by minors, if, for any reason a minor has shared information via our Web site and/or Services said minor may request and obtain removal of such information by contacting us at [info@monsido.com](mailto:info@monsido.com). Although we offer deletion capability, you should be aware that the removal of content may not ensure complete or comprehensive removal of that content or information provided.



**14. Retention.** Monsido will retain your information only for as long as is necessary for the purposes set out in this policy, for as long as your account is active (i.e., for the lifetime of your Monsido account), as described in this policy, or as needed to provide the Services to you. If you no longer want Monsido to use your information to provide the Services to you, you may close your account. Monsido will retain and use your information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your information to comply with applicable tax/revenue laws), resolve disputes, enforce our agreements, and as otherwise described in this policy. We also retain log files for internal analysis purposes. These log files are generally retained for a brief period of time, except in cases where they are used for site safety and security, to improve site functionality, or we are legally obligated to retain them for longer time periods.

**15. Data Security.** We take reasonable steps to maintain the security of the personally-identifiable information that we collect, including limiting access to your personally-identifiable information to those persons with your username and password; however, no data transmission over the Internet can be guaranteed to be completely secure. Thus, we cannot ensure or warrant the security of any information that you transmit to us, so you do so at your own risk. Please note that non-encrypted communication using email is not secure. Thus, we cannot guarantee data security in email communication and, therefore, recommend using physical mail for confidential information. Please note that though we may use TLS, HTTPS or similar data security features, such data security features may not be available on all portions of the Web site and the Services.

**16. International Transfer.** We operate globally so it is necessary to transfer your information internationally. In particular, your information will likely be transferred to and processed via servers located in Belgium. By using our Services, you understand that Monsido ApS may share some of the information it gathers with Monsido, Inc. (its US subsidiary company) or other Monsido affiliates for purposes described in this Privacy Policy.

The United States, European Economic Area ("EEA") Member States, and other countries all have different laws. When your information is moved from your home country to another country, the laws and rules that protect your personal information in the country to which your information is transferred may be different from those in the country in which you live. For example, the circumstances in which law enforcement can access personal information may vary from country to country. In particular, if your information is in the US, it may be accessed by government authorities in accordance with US law.

To the extent that Monsido is deemed to transfer personal information outside of the EEA, we rely separately, alternatively, and independently on the following legal bases to transfer your information:

**Model Clauses.** The European Commission has adopted standard contractual clauses (also known as Model Clauses), which provide safeguards for personal information that is transferred outside of Europe. We often use these Model Clauses when transferring personal information outside of Europe. You can request a copy of our Model Clauses by emailing [info@monsido.com](mailto:info@monsido.com).

**Privacy Shield.** Monsido, Inc. does not participate in Privacy Shield at this time. However, Monsido ApS may rely on the EU-US Privacy Shield to transfer personal information to some of our third party service providers in the United States, where they are certified to receive such information under the Privacy Shield Program.

**Necessary for the performance of the contract.** Monsido provides a voluntary service; you can choose whether or not you want to use the Services. However, if you want to use the Services, you need to agree to our Terms of Service which set out the contract between Monsido and its Customers. As we operate in countries worldwide (including in the United States) and may use technical infrastructure in the United States to deliver the Services to you, in accordance with the contract between us, we need to transfer your personal information to the United States and to other jurisdictions as necessary to provide the Services. Simply put, we can't provide you with the Services and perform our contract with you without moving your personal information around the world.

**17. Your Rights.** You may benefit from a number of rights in relation to your information that we process. Some rights apply only in certain limited cases, depending on your location. If you would like to manage, change, limit, or delete your personal information, you can do so via your Monsido account settings or by contacting us. Upon request, Monsido will provide you with information about whether we hold any of your personal information. By visiting your account settings, you can access, correct, change, and delete certain personal information associated with your account. In certain cases where we process your information, you may also have a right to restrict or limit the ways in which we use your personal information. In certain circumstances, you also have the right to request the deletion of your personal information, and to obtain a copy of your personal information in an easily accessible format. If you need further assistance, you can contact Monsido through one of the channels listed below under "How to Contact Us." We will respond to your request Monsido a reasonable timeframe.

If we process your information based on our legitimate interests as explained above, or in the public interest, you can object to this processing in certain circumstances. In such cases, we will cease processing your information unless we have compelling legitimate grounds to continue processing or where it is needed for legal reasons. Where we use your data for direct marketing purposes, you can always object using the unsubscribe link in such communications or changing your account settings.

**18. Withdrawing Consent.** Where you have provided your consent, you have the right to withdraw your consent to our processing of your information and your use of the Services. For example, you can withdraw your consent to email marketing by using the unsubscribe link in such communications or by changing your account settings. You can choose to withdraw your consent to our processing of your information and your use of the Services at any time by closing your account and terminating your Terms of Use and then emailing [info@monsido.com](mailto:info@monsido.com) to request that your personal information be deleted, except for information that we are required to retain. This deletion is permanent and your account cannot be reinstated.

**19. How to Contact Us.** If you have any questions or concerns about our Data Protection and Privacy Policy Statement or its implementation you may contact us at [info@monsido.com](mailto:info@monsido.com).

Or you may write to us at Monsido ApS, Borupvang 3, Ballerup, DK-2750, Denmark.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, you may:

Without prejudice to any other rights you may have, if you are located outside of North America or South America, you also have the right to file a complaint against Monsido with the Danish Data Protection Commissioner ("DPC"), which is Monsido's Lead Supervisory Authority. The DPC's contact details are:

Office of the Data Protection Commissioner, Datatilsynet, Borgergade 29, 5, DK-1300 Copenhagen K.

Email: [dt@datatilsynet.dk](mailto:dt@datatilsynet.dk). Digital post: [www.borger.dk](http://www.borger.dk)

If you live in the EEA, you may also file a complaint with your local data protection regulator.

**20. Updates & Effective Date.** The effective date of this Privacy Policy is May 25th, 2018. From time-to-time, we may update this Data Protection and Privacy Policy Statement. We will notify you about material changes in the way we treat personally-identifiable information by posting a notice of said changes online to the Web site and by notifying registered Users of our Services via email. We encourage you to periodically check back and review this statement so that you always will know what information we collect, how we use it, and with whom we share it.

## Special Notice to California Residents

This *Privacy Notice for California Residents* supplements the information contained in our privacy policy above and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

### *Information We Collect*

Our Website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, our website has collected the following categories of personal information from its consumers within the last twelve (12) months:

#### Category A: Identifiers

Examples: A real name, Internet Protocol address, email address, or other similar identifiers.

Collected: YES

Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

Examples: A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

Collected: YES

Category C: Protected classification characteristics under California or federal law.

Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Collected: NO

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
  - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from forms you complete on our Web site.
- Indirectly from you. For example, from observing your actions on our Web site or interactions with our advertisers.

### *Use of Personal Information*

We may use, or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. If you provide your personal information to purchase a product or Service, we will use that information to process your payment and facilitate delivery.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### *Sharing Personal Information*

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

For a list of whom we share your personal information, please see this Privacy Policy, *Sharing Information with Third Parties*.

### *Disclosures of Personal Information for a Business Purpose*

In the preceding twelve (12) months, Monsido has disclosed personal information for a business purpose to the extent necessary to provide customer support and back-end development of our services.

### *Sales of Personal Information*

In the preceding twelve (12) months, Monsido had not sold personal information.

### *Your Rights and Choices*

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### *Access to Specific Information and Data Portability Rights*

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

### *Deletion Request Rights*

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### *Exercising Access, Data Portability, and Deletion Rights*

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by sending us a message on our website. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a twelve- (12)-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

### *Response Timing and Format*

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the twelve- (12-) month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance, specifically by electronic mail communication.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### *Personal Information Sales Opt-Out and Opt-In Rights*

If you are sixteen (16) years of age or older, you have the right to direct us to not sell your personal information at any time (the "right to opt-out"). We do not sell the personal information of consumers we actually know are less than sixteen (16) years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is between thirteen (13) and sixteen (16) years of age, or the parent or guardian of a consumer less than thirteen (13) years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting the following our webpage and sending us a message.

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by visiting our website and sending us a message. We will only use personal information provided in an opt-out request to review and comply with the request.

#### *Non-Discrimination*

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send us an electronic message through our website or write us at our address listed on our webpage.

To make any such a requests, please contact us through one of the channels listed in this notice.