

Terms & Conditions of Service

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End User License Agreement Rider

Terms & Conditions of Service

Last Modified: July 1, 2014

THIS DOCUMENT IS OF A CONFIDENTIAL NATURE AND IS MEANT FOR THE INTENDED *RECIPIENT'S EYES ONLY*. NO PART OF THIS DOCUMENT MAY BE DISSEMINATED OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS WRITTEN PERMISSION OF AN AUTHORIZED REPRESENTATIVE OF WECKEY.

Thank you for using Weckey. These Terms & Conditions of Service (hereinafter "**Terms**" or "**TOS**") govern Your access to and use of weckey.com, <https://www.weckey.com/simpler/account> and any related subdomain websites (hereinafter "**Weckey**") and services provided by Weckey (hereinafter "**Services**"), so please carefully read them before using the Services.

1 ACCEPTANCE OF TERMS

Bound to Terms. By using the Services You agree to be bound by these Terms. If You are using the Services on behalf of an organization, You are agreeing to these Terms for that organization as well and promising that You have the authority to bind that organization to these Terms. In that case, "You" and "Your" will refer to that organization. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Services.

Compliance with Terms. You may use the Services only in compliance with these Terms. You may use the Services only if You have the power to form a contract with Weckey and are not barred under any applicable laws from doing so. Weckey may change the Terms from time to time without prior notice. You can review the most current version of this TOS at any time at www.weckey.com/terms. The revised terms and conditions will become effective upon posting and, if You use the Services after that date, we will treat Your use as acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to You, Your only remedy is to stop accessing and using the Services.

2 DESCRIPTION OF SERVICE

The "Service" includes (a) the Site, (b) the on-demand Weckey system, tools and services provided through the Site, and (c) all software (including mobile and tablet applications), data, text, images, sounds, video, and content made available through the Site or Services (collectively referred to as the "Content"). Any new features added to, or augmenting, the Services are also subject to this TOS.

3 GENERAL CONDITIONS

Use License. Subject to the terms and conditions of this TOS and upon acceptance pursuant to Section 1, Weckey grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to remotely access, view and use the Services solely for Your internal business purposes as contemplated by this Agreement. You shall not (and You will not allow any third party to) (i) copy, modify, adapt, translate or otherwise create derivative works of the Software or the Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Service; (iv) remove any proprietary notices or labels on the Site or placed by the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; or (vi) create false or misleading information, data, messages, text or other materials within the Services. You will comply with all applicable laws and regulations in Your use of and access to the Services.

Services Owned by Weckey. Subject only to the limited right to access and use the Services expressly granted to You under this TOS, all rights, title and interest in and to the Services and their components will remain with and belong exclusively to Weckey. You shall not modify, adapt or hack the Services to falsely imply any sponsorship or

association with Weckey, or otherwise attempt to gain unauthorized access to the Services or their related systems or networks.

Protect Your Content. You are responsible for all information, data, text, messages or other materials that You post or otherwise transmit via the Services. You are responsible for maintaining the confidentiality of Your login and account and are fully responsible for any and all activities that occur under Your login or account. You agree and acknowledge that Your login may only be used by one (1) person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as Your plan allows. Weckey reserves the right to access any or all Your accounts in order to respond to Your requests for technical support.

Weckey uses third party software hosted through services like AWS and DigitalOcean to store data (including personal data) and will back up at regular intervals (at least daily). However, you should make your own interim back-ups of this data, particularly if you add a significant amount of data over a short time period. Weckey shall have no liability for any loss or damage, however caused, arising from any loss of data.

You shall fully indemnify and keep indemnified Weckey against any losses, claims, fines, damage or expenses (including legal and professional expenses) of whatsoever nature (whether direct, indirect or consequential) arising as a result of or in connection with any breach of this clause and/or any applicable data protection legislation.

Weckey will not disclose any personal data to any businesses, organizations or individuals without your prior express consent, unless required or permitted by law.

Weckey will not use any of your subscriber lists or any other customer information for any other purposes than those intended with providing Weckey as a service. Your customer information will not be shared with any other parties. In addition, Weckey will not use your customer information for the purpose of sending unsolicited commercial email.

Password Confidentiality. You are entirely responsible for maintaining the confidentiality of Your password. You may not use the account, username, or password of someone else at any time. You agree to notify Weckey immediately of any unauthorized use of Your account, user name, or password. Weckey shall not be liable for any loss that You incur as a result of someone else using Your password, either with or without Your knowledge. You may be held liable for any losses incurred by Weckey, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of Your account or password.

No Waiver. The failure of Weckey to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between You and Weckey, whether electronic or physically signed by You and Weckey, and it governs Your use of the Services and takes the place of any prior oral or written agreements between You and Weckey.

Transmission of Your Content. The security of Your information is important to us. When You transmit information to and from our servers, we encrypt the transmission of that information using secure socket layer technology (SSL). Of course, no method of electronic transmission or storage is 100% secure and therefore we cannot guarantee its absolute security. However, we follow generally industry accepted standards to protect the information submitted to us, both during transmission and once we receive it. If You have any more questions about security on our website, You can contact us at feedback@weckey.com.

4 MISUSE OF SERVICE

You will not, and will not attempt to, misuse the Services, and will use the Services only in a manner consistent with this TOS. Weckey is intended for use by organizations and their guests, patients or vendors, and we are proud of the trust placed in us. As such, we trust You to use our Services responsibly. You agree not to misuse the Services.

For example, You must not, and must not attempt to, use the Services to do the following things:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Services, or shared areas of the Services You have not been invited to;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- publish anything that is fraudulent, misleading, or infringes another's rights;

- promote or advertise products or services other than Your own without appropriate authorization;
- impersonate or misrepresent Your affiliation with any person or entity;
- illegally publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
- violate the law in any way, or to violate the privacy of others, or to defame others;
- infringe other people's intellectual property rights;
- abuse, talk, threaten, harass or advocate harassment of another person;
- imply or state, directly or indirectly, that You are affiliated with or endorsed by Weckey unless You have entered into a written agreement with Weckey to that effect;
- submit materials of any third-party without such third-party's prior written consent, or materials that falsely express or imply that such materials are sponsored or endorsed by Weckey;
- modify, copy, distribute, download, perform, sell, transmit or create derivative works in any form or by any means, by whole or in part, any Content from the Services other than Your content which You legally post on through or in connection with the Services;
- harvest or collect email addresses or other contact information of Members, including usernames, from the Weckey website by electronic or other means;
- modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Weckey in providing the Site or Services.
- Any violation of system or network security may subject You to civil and/or criminal liability.

5 TRADEMARKS & COPYRIGHTS

Trademarks. Weckey and Weckey's various logos, including other brands associated with Weckey - such as Liquid Felt and Telect - used or displayed on the Services are trademarks of Weckey and You may only use these trademarks or logos for promotional purposes to identify yourself as a customer or user of the Weckey products and services, provided You do not attempt to claim ownership of the marks by incorporating any of them within Your names or offerings.

Copyrights. Weckey respects others' intellectual property and asks that You do too. Weckey will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us (such as, by example only and without

limitation, the use of a law firm logo without authorization). Such notices should be reported immediately.

6 CANCELLATION & TERMINATION

Cancellation. In order to cancel Your account, You must contact us at feedback@weckey.com and request deletion of your account. Upon a request for cancellation, we will try to delete your information quickly upon request. This information cannot be recovered once Your account is cancelled.

Right to Amend or Cancel Services. Weckey reserves the right to (i) modify or discontinue, temporarily or permanently, the Services (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate Your account (any part thereof) or use of the Services. Weckey will use best efforts to publish on the Site or notify You about any planned downtime of the Service, and will use all reasonable efforts to contact You directly via email to warn You prior to suspension or termination of Your account. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Your use of Service, may be referred to appropriate law enforcement authorities. Weckey shall not be liable to You or any third party for any modification, suspension or discontinuation of the Services.

7 DISCLAIMER OF WARRANTIES

THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW AND WECKEY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WECKEY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, BUG FREE OR VIRUS-FREE AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM WECKEY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

8 LIMITATION OF LIABILITY

Weckey Not Liable. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL WECKEY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA OR BUSINESS INTERRUPTION. IN ADDITION, WECKEY

SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

Weckey Limited Liability. Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, WECKEY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnity. You agree to indemnify Weckey for certain of Your acts and omissions. You agree to indemnify, defend, and hold harmless Weckey, its partners, affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from Your access to or use of the Site, Your violation of this TOS, or Your infringement, or infringement by any other user of Your account, of any intellectual property or other right of any person or entity. Weckey will notify You promptly of any such claim, loss, liability, or demand, and will provide You with reasonable assistance, at Your expense, in defending any such claim, loss, liability, damage, or cost.

9 NO RESPONSIBILITY FOR ACCESS

Weckey does not take any responsibility whatsoever as to whether its users are authorized to be given access, allowed any sort of entry or not into any organization.

10 ASSIGNMENT

Weckey may assign or transfer this TOS, in whole or in part, without restriction.

11 EXPORT COMPLIANCE

You are responsible for complying with any applicable laws, rules, or regulations governing the export of the Services or any of their components.

12 GOVERNING LAW

This TOS shall be construed in accordance with and governed by the laws of the United States and the State of Washington, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the

state or federal courts located in Spokane County, Washington in all disputes arising out of or related to the use of the Site or Services.

13 SEVERABILITY; WAIVER

If, for whatever reason, a court of competent jurisdiction finds any term or condition in this TOS to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of this TOS shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

14 MODIFICATIONS

Weckey may, in its sole discretion and without prior notice, (a) revise this TOS; (b) modify the Site and/or the Services; and (c) discontinue the Site and/or Services at any time. You can review the most current version of this TOS at any time at www.weckey.com/terms. Your continued use of the Site or Services constitutes your agreement to be bound by such changes to the TOS. Your only remedy, if you do not accept the terms of this TOS, is to discontinue use of the Site and Services. You agree to review this TOS and other online policies posted on the Site regularly to be aware of any revisions.

15 ACKNOWLEDGEMENT

BY USING THE SERVICES OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS TOS AND AGREE TO BE BOUND TO THE TERMS HEREIN.

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Last Modified: July 1, 2014

THIS DOCUMENT IS MEANT FOR ANY PARTY THAT CREATES AN ACCOUNT, SIGNS INTO WECKEY, AND/OR USES WECKEY, IN ANY WAY, AT ANY POINT IN TIME. NO PART OF THIS DOCUMENT MAY BE DISSEMINATED OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS WRITTEN PERMISSION OF AN AUTHORIZED REPRESENTATIVE OF WECKEY.

TECHNICAL STUFF

This EULA Rider is a legal agreement (hereinafter "Agreement") between Weckey, on the one side, (collectively "Weckey" or "We" or "Us") and you, either an individual or a single entity, (hereinafter "Customer" or "You"), on the other. This Agreement covers all software, source code, digital processes, associated media, website(s), any printed materials, data, files and information and any online or electronic documentation and information which it accompanies and is comprised of, which has been provided by Weckey to Customer without payment of any fees or costs ("Software"). This Agreement takes precedence over any other agreement or terms embedded within the Software.

1 ASSENT TO BE BOUND

By signing this Agreement, by visiting our websites and/or URLs (included but not limited to www.weckey.com and/or its subdomains) or by otherwise using the Software, You agree to be bound by this Agreement. You may find our Services extremely useful and appealing, but if You do not agree with any term or condition in this Agreement, You should not visit our website(s) and/or URLs, open, interact with and/or otherwise use or attempt to use Our Software.

2 TERM AND TERMINATION

When Weckey makes a version of the Software generally available to the public, the term of this Agreement expires with no further notice required. Of course, either party may terminate this Agreement earlier for any or no reason by simply notifying the

other party in writing, electronic mail accepted. Upon termination, all rights and licenses granted to You under this Agreement shall terminate immediately and You agree to terminate Your use of the Software and return any and all tangible items in your possession or control that are the property of Weckey. Sections 1, 3, 4, 5, 6, 7, 8, 9 and 10 survive any termination.

3 MODIFICATION, DUPLICATION AND PUBLICATION PROHIBITED

Except as otherwise specifically permitted in this Agreement, **You may not:** (a) modify or create any derivative works of any Software or documentation, including translation or localization (code written to published APIs (application programming interfaces) for the Software shall not be deemed derivative works); (b) copy the Software; (c) separate the Software, which is licensed as a single product, into its component parts; (d) sublicense or permit simultaneous or other use of the Software by another except clients who have themselves accepted these Terms; (e) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for the Software; (f) redistribute, encumber, sell, rent, lease, sublicense, use the Software in a timesharing or service bureau arrangement, or otherwise transfer rights to the Software; (g) transfer the Software under any circumstances; (h) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software; or (i) publish any results of any tests run on any Software to a third party; (j) publish any data, including but not limited to charts, graphs, diagrams, source code, code logic, screen shots, images or other information about the functions, processes, procedures or operation of the Software other than what is already publicly available.

OWNERSHIP STUFF

6 OWNERSHIP AND COPYRIGHT OF SOFTWARE

You understand and agree that the Software You will be using belongs to Weckey and is copyrighted and protected by United States copyright laws and international treaty provisions. Except as expressly provided in this Agreement, We do not grant any express or implied right to You under our patents, copyrights, trademarks or trade secret information. Title to the Software and all copies thereof remain with Us. You hereby grant Weckey the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights with respect to any and all of Your intellectual property and proprietary rights related in any manner whatsoever to the Software and/or Software testing: (i) to make, use, copy, modify, sell, distribute, sublicense, and create derivative works of, the Software as part of any Weckey product,

technology, service, specification or other documentation (individually and collectively, "Weckey Products"); (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Software (and derivative works thereof) as part of any Weckey Product; and (iii) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. Further, You warrant that Your Feedback is not subject to any license terms that would purport to require Us to comply with any additional obligations with respect to any Weckey Products that incorporate any Feedback.

7 OWNERSHIP OF FEEDBACK

You understand and agree that the Feedback You will provide pursuant to using belongs to Weckey, and may be considered, incorporated and acted upon to further develop the Software before, during and after its intended launch to the public generally. You hereby warrant that your Feedback is not subject to any license terms that would purport to require Us to comply with any additional obligations with respect to any Weckey Products that incorporate any Feedback.

CONFIDENTIAL STUFF

8 CONFIDENTIALITY

As the Software and the Feedback are both Confidential Information belonging to Weckey, You agree not to disclose the existence of the Software or any comments regarding Software to any third party, other than clients or potential clients that are using or are anticipated to use the Software for its intended purpose, without the prior written approval of Weckey until the termination of this Agreement. During the term, You will maintain the confidentiality of Software with at least the same degree of care that You use to protect your own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. Of course, You will not be liable for the disclosure of any Confidential Information which is:(a) in the public domain other than by a breach of this Agreement on Your part; or(b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to You without any limitation on use or disclosure prior to its receipt from Weckey; or (d) generally made available to third parties by Weckey without restriction on disclosure.

Moreover, You will not share information about, or screenshots of, the Software that We provide You to any other party for any reason. Any registration information You receive will be used by You and You alone and never shared or distributed.

OTHER STUFF

9 LIMITATION ON LIABILITY

You are aware that Software under this Agreement is experimental and this Agreement shall not create any obligation for Weckey to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop Software either to You or to any other party.

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WECKEY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF WECKEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10 MISCELLANEOUS

Relationship

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, shareholder and/or employee of the other party for any purpose.

Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties to the maximum extent to provide Weckey the greatest protection of its ownership interests in the Software and Feedback.

Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

Attorney Fees & Expenses

In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorneys' fees and costs and necessary expenditures.

Governing Law, Jurisdiction & Venue

This Agreement shall be governed in accordance with the laws of the State of Washington. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Spokane County, Washington for any action arising out of, or relating to, this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.