

USER TERMS OF SERVICE

Effective: 03/25/2019

These User Terms of Service (the “**User Terms**”) govern your access and use of our online workspace platform (the “**Services**”). Please read them carefully. Even though you have been invited to an existing workspace, these User Terms apply to you as a user of the Services.

I. These User Terms are Legally Binding on You, as a User of the Services

If an organization or other third party that we refer to in these User Terms as “**Customer**” has invited you to a workspace (i.e., a unique Uniform Resource Locator (“**URL**” (i.e., a webpage), where a group of users may access the Services), or you are otherwise using the Services, then you are a user of the Services, and these User Terms are a legally binding contract between you and us. For example, if you are joining one of your employer’s workspaces, Customer is your employer and you are a user under these User Terms. And, if you are joining a workspace created by your friend using her personal email address to work on a new startup idea, she is our Customer and she is authorizing you to join her workspace as a user under these User Terms.

As part of these User Terms, you agree to comply with the most recent version of our [Acceptable Use Policy](#). If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the [Acceptable Use Policy](#), you confirm that you have read, understand and agree to be bound by the amended User Terms and to comply with the amended [Acceptable Use Policy](#). “We”, “our” and “us” currently refers to the legal entity RENDEZVIEW INC. (a Delaware corporation) (“**RendezView**”).

Customer’s Choices and Instructions

What These User Terms Mean for You—and for Us

Customer has separately agreed to our [Customer Terms of Service](#) or entered into a written agreement with us (in either case, the “**Contract**”) that permitted Customer to create and configure a workspace so that you and others could join (each invitee granted access to the Services, including you, is an “**Authorized User**”). The Contract contains our commitment to deliver the Services to Customer, who may then invite Authorized Users to join its workspace(s). When an Authorized User (including you) submits content or information to the Services, such as messages or files (“**Customer Data**”), you acknowledge and agree that the Customer Data is owned by Customer and the Contract provides Customer with certain choices and control over that Customer Data. And, you acknowledge and agree that Customer’s choices and control may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

The Relationship Between You, Customer and Us

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER’S RESPONSIBILITY TO (A) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY

IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE CONTRACT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORIZED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. RENDEZVIEW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU THROUGH A CUSTOMER'S INVITATION AND ON AN "AS IS" AND "AS AVAILABLE" BASIS.

II. Basic Ground Rules

You Must be Over the Legal Age

To the extent prohibited by applicable law, the Services are not intended for and should not be used by anyone under the age of sixteen. You represent that you are over the legal age and are the intended recipient of Customer's invitation to the Services. You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

While You Are Here, You Must Follow the Rules

To help ensure a safe and productive work environment, all Authorized Users must comply with our [Acceptable Use Policy](#) and remain vigilant in reporting inappropriate behavior or content to Customer and us. A failure to comply may lead to the suspension or termination of the Contract for Services, access to the workspace, and/or deletion of certain Customer Data.

You Are Here At the Pleasure of Customer (and Us)

These User Terms remain effective until Customer's subscription for you and/or the workspace expires or terminates, or your access to the Services has been terminated by Customer or us.

Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms or the [Acceptable Use Policy](#).

III. Limitation of Liability

If we believe that there is a violation of the Contract, User Terms, the Acceptable Use Policy, or any of our other policies that can simply be remedied by Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask Customer to take action rather than intervene. However, we take appropriate action directly (including disabling your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY

OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

Application of Consumer Law

RendezView is a tool intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply (e.g., Hawaii Revised Statutes § 480-2, similar laws against unfair and deceptive trade practices, and other consumer protection laws). If however any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you may have under such laws, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to Customer of pre-paid fees for the subscription covering the remainder of the term.

Survival

The sections titled "The Relationship Between You, Customer, and Us," "Limitation of Liability," and "Survival," and all of the provisions under the general heading "General Provisions" will survive any termination or expiration of the User Terms.

IV. General Provisions

Notice

Except as otherwise set forth herein, all notices under the User Terms will be by email (if provided), although we may instead choose to provide notice to Authorized Users through the Services (e.g., a notification). Notices to RendezView should be sent to [INSERT RELEVANT ADDRESS], except for legal notices, which must be sent to [INSERT RELEVANT ADDRESS]. A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services. Notices under the Contract will be delivered solely to Customer in accordance with the terms of that agreement.

Privacy Policy

Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our Services.

Modifications

As our business evolves, we may change these User Terms or the [Acceptable Use Policy](#). If we make a material change to the User Terms or the [Acceptable Use Policy](#), we will provide you

with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or a notification through the Services. You can review the most current version of the User Terms at any time by visiting this page, and by visiting the following for the most current versions of the other pages that are referenced in these User Terms: [Acceptable Use Policy](#) and [Privacy Policy](#). Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

Waiver

No failure or delay by either party in exercising any right under the User Terms, including the Acceptable Use Policy, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

Severability

The User Terms, including the incorporated [Acceptable Use Policy](#), will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in full effect.

Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, including the incorporated [Acceptable Use Policy](#), whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

Governing Law; Jurisdiction; Venue; and Waiver of Jury Trial

The User Terms, including the incorporated [Acceptable Use Policy](#), and any disputes arising out of or related hereto, will be governed exclusively by the laws of the State of Hawaii, without regard to Hawaii's conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or any other conflicts of law rules. The state and federal courts located in the City and County of Honolulu, State of Hawaii will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the User Terms, including the [Acceptable Use Policy](#), or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. **EACH PARTY ALSO HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THE CONTRACT (including the User Terms, Acceptable Use Policy, and all documents/pages incorporated therein by reference)**

Entitlement to Reasonable Costs and Attorney's Fees

In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

Entire Agreement

The User Terms, including any terms/documents incorporated into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy). Customer is responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

Contacting RendezView

Please also feel free to contact us if you have any questions about RendezView's User Terms of Service. You may contact us at info@rendezview.io.