

TERMS OF USE

Effective Date: May 1st, 2019

Acceptance of the Terms.

The following terms and conditions (these "Terms") are entered into by and between you and HiveFive, Inc. ("Company", "we" or "us"). These Terms apply to anyone who visits and uses our website, hivefive.ai (the "Site"), downloads or uses our Slack application (the "Slack App") and purchases or uses any other services offered by us, whether through the Site or otherwise (collectively and together with the Site, the Slack App and the Purchased Services, the "Services").

Please read these Terms carefully. By accessing, browsing or otherwise using the Services or by clicking to accept or agree to the Terms when this option is made available to you, you (1) acknowledge that you have read and understood these Terms, (2) represent and warrant that you meet all of our eligibility requirements for using the Services as described in these Terms and (3) accept and agree to be bound by these Terms, including any other terms applicable to the Services that are incorporated herein by reference. If you are using the Services on behalf of an entity, you agree to these Terms for that entity and represent to us that you have the authority to bind that entity to these Terms (in which case "you" will refer to that entity). If you do not accept these Terms or do not satisfy the eligibility requirements set forth below, you may not access or use the Services.

Privacy Policy.

Your use of the Services is subject to the terms set forth in our privacy policy located at <https://app.hivefive.ai/PrivacyPolicy.pdf> (the "Privacy Policy"). Our Privacy Policy details how we collect and use your information. Please review it if you would like to know more about how we collect, use, and treat your information. The Privacy Policy is incorporated into these Terms by reference.

Changes to the Terms of Use.

We reserve the right to update and revise these Terms at any time. We'll make sure to also change the "Effective Date" at the top of this page so you can tell whether these Terms have changed since your last visit. Any such changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. Please review these Terms regularly because once we post any changes, your continued use of the Services constitutes your acceptance of the revised Terms.

Eligibility; User Restrictions.

We only permit individuals who are at least 18 years old and can form legally binding contracts with us to use the Services. The Services are not intended for use by anyone under the age of 18. If you are under 18, you are not permitted to use the Services.

To use our Services, you must have a Gmail email account, and be legally permitted to use the Services by the laws of your home country. Our servers and offices are located in the United States, so your information may be transferred to, stored, or processed in the United States. Please make sure these Terms are in compliance with all laws, rules and regulations that apply to you. You are solely responsible for ensuring compliance with the laws of your specific jurisdiction, including all applicable anti-spamming legislation.

Your use of the Services means you represent and warrant that you meet all eligibility requirements we outline in these Terms. We may still refuse to let certain people access or use the Services. We may also change our eligibility criteria.

Accounts.

To access the Services, you must create a user account ("Account") by logging in through your Gmail email account. We reserve the right to disallow anyone from registering for the Services. Your Account is personal to you, and you may not share your Account information with, or allow access to your Account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you agree to use reasonable efforts to prevent unauthorized access to or use of the Services and to preserve the confidentiality of your password, and any device that you use to access the Services. You will be solely responsible for maintaining the confidentiality of your password. If you have any reason to believe that your Account has been compromised or that your Account has been accessed by a third party, you agree to immediately notify us via email at support@hivefive.ai. You will be solely responsible for the losses incurred by the Company and others due to any unauthorized use of your Account.

If you would like to update any information on your Account, please email us at support@hivefive.ai. You can always delete your Account by emailing us at support@hivefive.ai.

When Your Account is restricted or closed (voluntarily or involuntarily), you may no longer have access to any information or materials you stored within Your Account and you will not receive any refund of fees or any other compensation. We will delete or archive such information and materials in accordance with our Privacy Policy.

Changes to the Services.

We may from time to time in our sole discretion develop and update the Services, change the Services, restrict access to the Services or withdraw or terminate the Services entirely, and we reserve the right to do so in our sole discretion without notice. Any such updates or changes will be deemed part of the Services and subject to these Terms. We will not be liable to you or any third party for any modification, suspension or discontinuance of the Services. In the event of modification or termination, you will still be bound by your obligations under these Terms, including the warranties made by you, and by the disclaimers and limitations of liability.

Restrictions on Use.

No SPAM Permitted. You may not use the Services in any way (directly or indirectly) to send, transmit, handle, distribute or deliver: (a) unsolicited email ("spam" or "spamming") in violation of the CAN-SPAM Act (referenced below) or any other applicable law; (b) an email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting); (c) an email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry, (d) commercial electronic messages in violation of Canada's Anti-Spam Legislation (referenced below), (e) any email offering to sell illegal goods or services or (f) emails with pornography or sexually explicit content. For bulk emails that you send, you must be able to point to an opt-in form or show other evidence of user consent.

Other Restrictions: In addition, you may not do any of the following while accessing or using the Services:

- Send any emails or other content that violate any applicable local, state, national or international law or regulation, including all export laws and regulations.
- Include in your emails sent using the Services or Account any material that wasn't created by you, provided for you to use, or that would violate anyone's rights. That includes text, photos, graphics, and other content. The Company will not be liable for what you copy, share, upload, download or otherwise use while using the Services.
- Sell or otherwise commercially exploit the Services to any third party, unless we grant you express written permission to do so.
- Use any misleading or incorrect names, addresses, email addresses, subject lines, or other information on the Site or in any emails created or sent using the Services.
- Decipher, decompile, disassemble, or reverse engineer any of the software on the Site, the Slack App, or in any way used or downloaded from the Site or Slack App.
- Use any of the software on our Site or Slack App, or downloaded from the Site or Slack App, to create a competing product.
- Import or incorporate any of the following information into any lists, emails or uploads to our servers: Social Security numbers, passwords, security credentials, or sensitive personal information.
- Send or forward personal email.
- Send content created by the Company through another service.
- Host images on our servers for any purpose other than for use in your email campaigns.
- Host content on our servers for any purpose other than to send email campaigns.
- Use purchased, rented, or third-party lists of email addresses.

Email Requirements.

You warrant that each email you send or is sent for you using the Services will contain an advisement that the recipient may unsubscribe, opt-out or otherwise demand that use of its information for unsolicited, impermissible and/or inappropriate communication(s) as described in

these Terms be stopped (and how the recipient can notify you that it wants to unsubscribe, opt-out, or stop this use of its information). These requirements may not apply if the email sent is a transactional email and these requirements are not otherwise required by law. You warrant that you will promptly comply with all opt-out, unsubscribe, "do not call" and "do not send" requests.

In addition, the following requirements apply to all email campaigns:

- You must include your contact information inside every email promotion that you send, including a physical mailing address or PO Box where you can receive mail (not a website or email address). An email promotion is usually a broadcast with low ratio of text to image area offering discounts or other incentives to purchase a product or service, or to subscribe, register, download or perform some other action intended to drive revenue for the vendor.
- Your contact information must be accurate.
- Your header information must not be false or misleading.
- In addition to CAN-SPAM rules, you must comply with the anti-spam laws of the countries your recipients live in. If you're sending to EU residents, check the EU spam laws to make sure you're also EU compliant.

User Submissions.

While using the Services, you and other users may provide information which we may use in connection with the Services and which may be visible to certain other users. By posting information, such as comments on our blog posts, or other content on the Services (collectively, "User Submissions") or otherwise providing User Submissions to us or in connection with the Services, you hereby grant to (i) us a non-exclusive, worldwide, royalty free, perpetual, irrevocable, sublicenseable, transferable right to fully exploit (including without limitation, reformatting, modifying, creating derivative works of, and translate) such User Submissions (including all related intellectual property rights) in connection with the Services and our (and our successors' and assigns') business, including without limitation for promoting and redistributing part or all of the Services (or any derivative works thereof) in any media formats and through any media channels, and to allow others to do so; and (ii) each user of the Services a non-exclusive license to access your User Submissions through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display, and perform such User Submissions as permitted through the functionality of the Services and under these Terms.

The foregoing license grant to us does not affect your ownership of or right to grant additional non-exclusive licenses to the material in your User Submissions, unless otherwise agreed in writing. You, not we, remain solely responsible for all User Submissions that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to us and to grant us the rights to use such information in connection with the Services and as otherwise provided herein.

You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that we will not be liable for any errors or omissions in any such content. You understand that we cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, we cannot guarantee the authenticity of any data, which users may provide about themselves. You acknowledge that all User Submissions accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Reporting Abuse.

If you think anyone is violating any of these Terms, please notify us immediately. If you received spam you think came from a user of the Services, please report it to our abuse team at support@hivefive.ai. If you think anyone has posted material that violates any copyrights, then you can notify us accordingly at support@hivefive.ai.

Intellectual Property.

We reserve and retain all right, title and interest in the Services, including without limitation, all technology and processes, enhancements or modifications thereto, trademarks, service marks, site design, text, video, graphics, logos, images and icons, as well as the arrangement thereof. You acknowledge that the Services contain proprietary content, information and material protected by applicable intellectual property and other laws, including but not limited to copyright and trademark laws, and you agree that, except with our prior written consent or as explicitly provided in these Terms, (1) using the Services does not give you any ownership of any intellectual property rights in our Services or (2) grant you the right to display, modify, reproduce, distribute, create derivative works of, download, store, transmit or otherwise use any of our intellectual property. Any unauthorized use of any content or materials on the Services is strictly prohibited and violates copyright, trademark, and/or other intellectual property laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes.

As long as you abide by these Terms and any other rules provided to you by us, we grant you a limited, nonexclusive, nontransferable, revocable license to access and use the Site and your Account and to download and install the Slack App solely for your non-commercial use and personal enjoyment of the Services. You agree not to use the Site, your Account or the Services for any other purpose and agree that you will not copy, reproduce, modify, create derivative works from, or distribute any content from our Services. You understand that terms do not grant you any ownership rights in the Account that you create, that the Account is not your property.

To inquire about obtaining authorization to use the materials or content other than as permitted in these Terms, please contact us at support@hivefive.ai.

Digital Millennium Copyright Act.

If we believe a user may be infringing upon someone's intellectual property rights, we will terminate that person's Account.

If you believe someone has distributed using the Services a work that you own without your authorization, let us know. Please send a notice of copyright infringement containing the following to us at support@hivefive.ai:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- Identification of works or materials being infringed;
- Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;
- Your contact information, including address, telephone number and, if available, email address;
- A statement that you have a valid belief that the material is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and you are authorized to make the complaint on behalf of the copyright owner.

Warranty Disclaimers; Limitation of Liability.

THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES OR ANY CONTENT ON THE SERVICES, WHETHER PROVIDED OR OWNED BY THE COMPANY OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND THE COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT ANY OF THE SERVICES OR ANY CONTENT AVAILABLE THROUGH ANY OF THE SERVICES IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DEFECTS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

IN NO EVENT WHATSOEVER SHALL COMPANY, ITS AFFILIATES, OR SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, INCLUDING BUT NOT LIMITED TO LOSS OF SALES, PROFIT, REVENUE,

GOODWILL, OR DOWNTIME, (ARISING UNDER TORT, CONTRACT, OR OTHER LAW) REGARDLESS OF SUCH PARTY'S NEGLIGENCE OR WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND AGREE THAT INSTALLING THE SLACK APP AND ANY OTHER MATERIALS MADE AVAILABLE TO YOU AS PART OF THE SERVICES IS DONE AT YOUR DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM SUCH ACTS. COMPANY NEITHER ASSUMES, NOR DOES IT AUTHORIZE ANY OTHER PERSON TO ASSUME ON ITS BEHALF, ANY OTHER LIABILITY IN CONNECTION WITH THE PROVISION OF THE SERVICES. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF USE, COMPANY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES, COMPANY'S LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL OF ANY FEES PAID BY YOU TO COMPANY IN THE SIX (6) MONTHS PRIOR TO THE DATE THE CLAIM IS ASSERTED FOR ANY OF THE SERVICES OR FEATURE RELEVANT TO THE CLAIM.

THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY ARE MADE TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification.

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Services or your use of any information obtained through use of the Services.

Governing Law.

No matter where you're located, the laws of the State of New York will govern these Terms and the relationship between you and the Company as if you signed these Terms in New York, without regard to New York's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded and/or modified only to the extent such provisions are inconsistent. The parties agree to submit to the federal or state courts in New York County, New York for exclusive jurisdiction of any dispute arising out of or related to your use of the Services or your breach of these Terms.

Severability.

If it turns out that any part of these Terms are invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary. The limitation or elimination of the term will not affect any other terms.

Entire Agreement.

These Terms constitute the entire agreement between you and the Company and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written with respect to these Services. Any rights not expressly granted herein are reserved.

Force Majeure.

We take our commitment to customers seriously, and we'll do what we can for you. However, sometimes things may come up that are outside of our control. We will not be liable for any failure to perform any of our obligations stated in these Terms if the failure results from a cause beyond our reasonable control, including—without limitation—mechanical, electronic or communications failure or degradation, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers, or our inability or delay in obtaining supplies of adequate or suitable materials.

Assignment.

You cannot assign, transfer or sublicense these Terms without first obtaining our consent. We may assign, transfer, or delegate any of our rights and obligations without consent. These Terms do not create any agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other in any respect.

Waiver.

If we do not enforce any part of these Terms, it does not mean we give up the right to later enforce that or any other part of these Terms. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

Notices and Communications.

We may contact you or provide you with service-related and/ or promotional notices by means of postal mail, electronic mail, general site notifications and more using the contact information you have provided to us. You may request to opt out of these communications by clicking the unsubscribe link in your emails or by emailing us at support@hivefive.ai.

Comments, Concerns and Complaints.

All feedback, comments, requests for technical support and other communications relating to the Services should be directed to support@hivefive.ai.