

SpringCM Terms of Use

Changes were made to this Privacy Policy, effective April 1, 2019

A. Your Acceptance of These Terms

Thank you for your interest in SpringCM Inc. ("SpringCM", "us", "our", or "we"), and our website at www.springcm.com (the "Site"). These Terms of Use ("Terms"), including the [SpringCM Privacy Policy](#), which is hereby incorporated into these Terms by reference, and any other applicable policies and guidelines, as may be updated from time to time, govern only your use of the Site. These Terms do not apply to other products, solutions, or services we or our affiliated companies may offer. These Terms constitute a legal agreement between you and SpringCM. By using the Site, you agree to these Terms. If you do not agree to these Terms, please do not use the Site.

All references to "you" or "your", as applicable, mean the person who accesses or uses the Site in any manner, and each of your heirs, assigns, and successors. If you use the Site on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that entity to these Terms, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity.

B. Ownership of This Site and Its Content

The Site, including any content that forms part of the Site, contains proprietary content, information, and material that is protected by applicable intellectual property and other laws, including copyright; and the Site is also protected as a collective work or compilation under copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the Site. You acknowledge that the Site contains original works that have been developed, compiled, prepared, revised, selected, and arranged by SpringCM and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and which constitute valuable intellectual property of SpringCM and others. All present and future rights in and to trade secrets, patents, designs, copyrights, trademarks, database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or process related thereto, including rights in and to all applications and registrations relating to the Site, shall, as between you and SpringCM, at all times be and remain the sole and exclusive property of SpringCM.

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means without our express prior written permission. All rights not expressly granted by SpringCM in these Terms are expressly reserved.

C. Your Obligations

To the extent that you provide personal information to SpringCM, you agree that it will be true, accurate, current, and complete and that you will update all personal information as necessary. Please see the [SpringCM Privacy Policy](#) for more information regarding information SpringCM collects, and how we use and share that information.

While using the Site you agree to comply with all applicable laws, rules, and regulations. You further agree that you will not:

- Upload or transmit through this Site any computer viruses, trojan horses, worms, or anything else designed to interfere with, interrupt, or disrupt the normal operating procedures of a computer, mobile phone, or other device.
- Modify, tamper, or change any information without authorization, or interfere with the availability of or access to the Site.
- Impersonate any person or entity, falsely state, or otherwise misrepresent your affiliation with any person or entity in connection with the Site.
- Express or imply that we endorse any statement you make.
- Violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right, or otherwise engage in the unauthorized use of any proprietary content, information, or materials.
- Alter, modify, create derivative works of, sell, license, or in any way exploit any part of the Site unless expressly permitted by SpringCM.
- Copy, reproduce, distribute, publish, display, perform, transmit, stream, broadcast, use, display, mirror, frame, or utilize framing techniques to enclose the Site, or any portion thereof, unless and solely to the extent SpringCM makes available the means for embedding any part of the Site.
- Use any robot, spambot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Site or to copy or extract data.
- Bypass any security or other features of the Site designed to control the manner in which the Site is used.
- Harvest or mine content from the Site, or otherwise access or use the Site in a manner inconsistent with individual human use.
- Access, tamper with, or use non-public areas of the Site, SpringCM's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of SpringCM's providers.

We reserve all rights and remedies available to us.

D. Communications

SpringCM may send you emails concerning our Site, products, and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in a promotional email.

E. Disclaimers



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WE DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS SITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES).

WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

F. Limitation of Liability

YOUR USE OF THE SITE IS AT YOUR OWN RISK. SPRINGCM IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE CONTENT AVAILABLE ON THE SITE OR FOR DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THIS SITE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SPRINGCM AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, REPUTATION, USE, OR OTHER ECONOMIC ADVANTAGE) EVEN IF SPRINGCM AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING



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G. Third-Party Links and Services

The Site may provide information and content provided by third parties and links to third-party websites or resources. We are not responsible for the availability of such external sites or resources, and do not control, endorse, or sponsor and are not responsible or liable for (1) any content, advertising, products, or other materials on or available from such sites or resources; (2) any errors or omissions in these websites or resources; or (3) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that SpringCM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

H. Modification and Discontinuation of the Site

We reserve the right at any time to modify, edit, delete, suspend, or discontinue, temporarily or permanently, this Site (or any portion thereof) and/or the information, materials, products, and/or services available through this Site (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party in such event.

I. Assignment

You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms in whole or in part at any time to any entity without your notice or consent. Any purported assignment by you in violation of this section shall be void.

J. Waiver, Severability, and Entire Agreement

Our failure at any time to require performance of any provision of these Terms or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by SpringCM of any breach of any provision of these Terms or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right herein.

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

These Terms (together with the [SpringCM Privacy Policy](#) and any other legal documents, policies, terms, or agreements governing the Site) comprise the entire agreement between you and SpringCM with regard to the Site and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained in these Terms.

K. Governing Law



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These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and SpringCM agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California, for the purpose of litigating any disputes between you and SpringCM arising out of or relating to these Terms or your use of the Site. We operate the Site from our offices in California, and we make no representation that materials included in the Site are appropriate or available for use in other locations. No joint venture, partnership, employment, or agency relationship exists between you, SpringCM, or any third-party provider as a result of the Terms or use of the Site.

L. Indemnity

You are responsible for your use of the Site, and you agree to defend (at SpringCM's option), indemnify, and hold harmless SpringCM and its officers, directors, employees, contractors, consultants, affiliates, investors, service providers, business partners, subsidiaries, and agents from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (1) your violation of any of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (2) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (3) any dispute or issue between you and any third party.

SpringCM reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations) and you agree to cooperate with our defense of that claim. If the defense or settlement is assumed by you, SpringCM may at any time thereafter elect to take over control of the defense and settlement of the claim. You must not settle any claim without SpringCM's prior written consent.

M. Modification of these Terms

We reserve the right to update or modify the Terms at any time without prior notice, and such changes will be effective immediately upon being posted through the Site, except as set forth below. Your use of the Site following any such change constitutes your agreement to be bound by the modified Terms.

Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose. We encourage you to review these Terms frequently to stay informed of the latest modifications.

N. Contact Us

If you have questions about these Terms, please contact us at through our Site on our [Contact page](#).