

## **TERMS OF USE AGREEMENT** ([www.tacitt.com](http://www.tacitt.com))

Welcome to TACITT.

This page explains the terms by which you may use our online services and software provided in connection with the TACITT platform, which from hereon, will be collectively referred to as TACITT.

By accessing and using TACITT, you agree to be bound by this Terms of Use Agreement (“Agreement”), whether or not you are a registered user of TACITT. In the event that you disagree with these Terms and Conditions, you must immediately terminate use of TACITT.

### **1. Access and Use**

You may use TACITT only if you can form a binding contract with TACITT, and only in compliance with this Agreement. By using TACITT, you undertake to provide a true representation of yourself and warrant that all information that you provide to us will be true, accurate, complete and current. Furthermore, you warrant that you have the full right, power and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

### **2. License**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use TACITT.

TACITT reserves the right to delete or modify your profile to comply with our Terms and Conditions. TACITT reserves the right to refuse service or terminate accounts if such account violates the Terms and Conditions of Use.

### **3. Service Rules**

Any use of the site which results in the depletion of site infrastructural resources is prohibited. You agree not to engage in any of the following prohibited activities:

- Language that is discriminatory, disrespectful, offensive, libellous, defamatory, obscene and/or pornographic;

- The uploading of viruses, worms, or other software that could harm the site or disrupt services of the site;
- Using TACITT for any commercial solicitation purposes;
- Collecting or harvesting any personally identifiable information, including account names, from TACITT;
- Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- Bypassing the measures we may use to prevent or restrict access to TACITT, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of TACITT;
- Copying, imitating or using, in whole or in part, the look and feel of TACITT (including but not limited to all template designs, custom graphics, button icons, and scripts) without the prior written consent of TACITT;
- Third party advertising;
- Spamming.

#### 4. User Accounts

TACITT takes no responsibility and assumes no liability for any User Content that you create from your use of TACITT. You shall be solely responsible for your User Content and the consequences of posting, publishing and printing it, and you agree that we are only acting as a passive conduit for the creation of your User Content.

#### 5. Third-Party Links

TACITT does not endorse nor assume any responsibility for any third-party apps, sites, information, materials, products, or services. If you access a third-party app or website from your use of TACITT, you do so at your own risk, and you understand that this Agreement and TACITT's Privacy Policy do not apply to your use of such sites.

Before uploading content to your TACITT account, please ensure you read and agree to the Terms and Conditions of the third party site from which the content is obtained. You expressly relieve TACITT from any and all liability arising from your use of any third-party app, website, service, or content

## 6. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, and all Intellectual Property Rights related thereto, are the exclusive property of TACITT.

Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any TACITT Content. Use of the TACITT Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

## 7. Template License

TACITT provides certain functionality that allows you to create visual boards (“TACITT Maps”). You may create visual boards using only your own User Content and Templates, or you may choose to incorporate TACITT Templates into your visual boards. You may only make use of TACITT Templates in accordance with this Agreement and on the understanding that TACITT Templates are protected by copyright laws and treaties, and TACITT owns all rights, interests and title, including the copyrights, in and to TACITT Templates.

## 8. Privacy

We care about the privacy of our Users. See our Privacy Policy on how we collect, use, disclose and store your personal information and how it is processed.

## 9. Limitation of Liability

TACITT shall not be held liable for any direct or indirect loss or damages incurred as a result of use of the TACITT service. Under no circumstances will TACITT be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the service or your account or the information contained therein.

## 10. Indemnification

You agree to defend, indemnify and hold harmless TACITT (and its affiliates, members, directors, and employees) from and against any and all costs, losses, expense, damages and liabilities, incurred from the use of the TACITT service or as a result of a breach of this agreement by you or resulting from any third party activity related to your account. You agree not to hold TACITT (and its affiliates, members, directors, and employees) liable for any indirect, incidental, consequential or special damages, or for loss arising due to business interruption or from loss or inaccuracy of information.

## 11. No Warranty

TACITT service is provided on an “as is” and “as available” basis. Use of TACITT is at your own risk. To the maximum extent permitted by applicable law, TACITT service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## 12. No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and TACITT’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

## 13. Contact

Please contact us at [support@tacitt.com](mailto:support@tacitt.com) with any questions regarding this Agreement.