

# Tozny Terms of Service

Thanks for choosing TOZNY LLC's (Tozny) products and services ("Services"). By using our Services, you automatically agree to these terms so please read them carefully. Since Tozny provides a variety of Services, additional terms and requirements may apply. Those additional terms will be available with the applicable Services, and those additional terms are part of your agreement with Tozny if you choose to use those Services.

## 1 Using Our Services

Don't use our Services in a way that violates any laws (including applicable export control laws and regulations), infringes on anyone's rights, is offensive to others, or interferes with the Services or any of the Services features. If we determine, in our sole discretion, that you have not complied with our terms or policies, we may terminate your use of our Services and take appropriate legal actions.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you have obtained permission from its owner or are otherwise permitted by law. Your use of our Services does not give you the right to use any branding or logos used in the Services. Never remove, obscure, or alter any legal notices displayed in or along with our Services.

## 2 Your Accounts

You may need to create an account in order to use some of our Services. When creating your account, you must provide truthful and accurate information about yourself. Do not try to impersonate anyone else when you create your account. If your information changes at any time, please update your account to reflect those changes.

In some cases, an account may be assigned to you by an administrator, such as your employer or education institution. If you are logging into an account assigned to you by administrator, your administrator may be able to access or disable your account without our involvement.

To protect your Tozny account, keep your credential confidential. You are responsible for the activity that happens on or through your account. If you learn of any unauthorized use of your credential or account, please notify Tozny immediately at [privacy@tozny.com](mailto:privacy@tozny.com).

## 3 Your Content in our Services

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content.

So Tozny can deliver its service effectively to you and your users, when you upload, submit, store, send or receive content to or through our Services, you grant Tozny (and Tozny's affiliates) a perpetual worldwide license to use, host, store, reproduce, or modify such content. This license is for the limited purpose of operating, promoting, and improving our Services, and

to develop new ones. Make sure that you have the necessary rights to grant us this license for any content that you submit to our Services.

## 4 Our Software in the Services

When a Service requires or includes downloadable software, Tozny grants you a personal, worldwide, royalty-free, non-assignable, and non-exclusive license to use the software provided to you by Tozny as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have our written permission.

Tozny is committed to using open source software when possible. Some software used in our Services may be offered under an open source license that will be made available to you. There may be provisions in these open source licenses that expressly override some of these terms.

## 5 Modifying and Terminating our Services

Tozny is committed to continuously providing you access to our Service, but unforeseen circumstances may not allow it to be always available. Tozny is constantly changing and updating our Services to improve performance. We may add functionality or features, and we may suspend or stop a Service altogether.

Tozny may stop providing Services to you, or add or create new limits on our Services at any time. If we discontinue a Service, where possible, we will give you reasonable advance notice and an opportunity to retrieve information out of that Service. You may stop utilizing the Tozny service and remove your data from the Service at your discretion. This does not change any agreed terms regarding compensation for services or other contracted agreements.

## 6 Warranties and Disclaimers

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE OR ADDITIONAL TERMS SPECIFIC TO A PARTICULAR SERVICE, NEITHER TOZNY OR ITS AFFILIATES MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. ALL SERVICES ARE PROVIDED "AS IS."

TO THE EXTENT PERMITTED BY LAW, TOZNY EXCLUDES ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 7 Limitation of Liability

WHEN PERMITTED BY LAW, TOZNY AND TOZNY'S AFFILIATES WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF TOZNY AND ITS AFFILIATES, FOR ANY CLAIMS UNDER THESE TERMS OF SERVICE, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF TOZNY CHOOSES, TO SUPPLYING YOU THE SERVICES AGAIN).

IN NO CASE WILL TOZNY OR ITS AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## **8 Business use of our Services**

If you are using our Services on behalf of a business, that business accepts these terms. The business will hold harmless Tozny and its affiliates from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

## **9 About these Terms**

Tozny may modify these Terms of Service, or any additional terms that apply to a particular Service, at any time. You should look at these terms regularly. Notice of modification to these terms will be posted on this page. Notice of modification to additional terms will be posted on the applicable pages. Changes will not apply retroactively and will become effective on the date on which they are posted. If you do not agree to the modified terms, please discontinue your use of the Services immediately.

If there is a conflict between these terms and the additional terms, the additional terms will control.

If you don't comply with these terms, and Tozny does not immediately take action, this doesn't mean that we are giving up any rights that we may have including taking future action.

If any term is not enforceable, it will not affect any other term.

The laws of Oregon, U.S.A., excluding any conflict of law rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of these terms or the Services will be litigated exclusively in the federal or state courts of Multnomah County, Oregon, U.S.A. You and Tozny consent to personal jurisdiction in those courts.