

Terms and Conditions

Effective Date: January 1, 2021

These Terms constitute your legally binding agreement for your use of the demostory.io browser (the "Browser") and demostory.io website (collectively "Products") whether as a guest or a registered user ("Terms"). It is important that you take the time to read them carefully.

BY ACCESSING THE PRODUCTS, YOU ACCEPT THESE TERMS AND CONDITIONS IN FULL. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OR ANY PART OF THESE TERMS, DO NOT INSTALL OR USE ANY PART OF THE PRODUCTS.

Information About Us

This website is operated by demostory, inc ("demostory", "we", "our", and "us").

1. Access and Use

- A. In order to use our Products, you must first agree to these Terms and you may not use our Products if you do not accept the Terms. If you are using the Products as the employee or agent of an organization, you represent that you have the authority to bind such organization and are agreeing to these Terms on behalf of that organization.
- B. You must be the legal age of majority in your state of residence or otherwise able to form a binding contract with us in order to use our Products. In no event is use of the Products permitted by those under the age of 13.
- C. Unless otherwise agreed in writing with demostory, your agreement will always include, at a minimum, the Terms herein. Open source software licenses for parts of the source code and other third party software or services constitute separate written agreements. For example, the Browser is a derivative work of the Chromium open source code. The source code for Chromium is available free of charge under an open source license agreement © 2014 The Chromium Authors. All rights reserved. To the limited extent that the open source software licenses expressly supersede these Terms, the open source licenses govern your agreement with Chromium.

2. License Fees and Promotional Offers

- A. If you choose to use premium offerings of the Browser, then standard applicable license fees will apply. We reserve the right to modify and update applicable license fees at any time.
- B. Your use of the Browser is billed in advance on a monthly, quarterly or annual basis and such fees are non-refundable. You hereby authorize demostory to charge your credit or debit card the applicable license fees on a recurring basis. Browser plans are subject to change upon prior notice from demostory. Such notice may be provided at any time by sending you an email regarding such price changes.
- C. To ensure uninterrupted service and access to the Browser, we will store and update (e.g. upon expiration) your payment method on file. If we are unable to charge your designated payment method for any reason, we reserve the right to automatically cancel your license and terminate your access to the Browser. Please note that it is your responsibility to maintain current credit card information on file with us.
- D. We may make available trial and other promotional offers ("Promotional Offer") for the limited use of the Browser to customers. We reserve the right to revoke or change any Promotional Offer at any time in its sole discretion. demostory may automatically charge you at the end of the Promotional Offer for any applicable license fees, unless you notify us that you want to cancel your use of the Browser in a timely manner.

3. Refund Policy

- A. There will be no refunds or credits for partial or unused months of the Browser or for any upgrades/downgrades in the Browser. We do not provide refunds of any license fees, regardless of whether or not you have actually used the Browser, whether we have modified the Browser in any way or whether the Products have been rendered unusable due to circumstances beyond our control.

- B. You are solely responsible for cancelling your Browser account. If you wish to cancel your use of the Browser and applicable license, you may do so by logging into your account and cancelling your account.
- C. If you believe you have been improperly billed, please contact demostory at hello@demostroy.io.

4. Demostory License

- A. demostory gives you a personal, limited, worldwide, non-assignable and non-exclusive license to use the software provided to you by demostory as part of the Browser (referred to as the “Software” below). This license is for the sole purpose of enabling your use of the Browser as provided by demostory, in accordance with the Terms.
- B. Subject to Section 1, you may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by demostory, in writing.
- C. Subject to Section 1, unless demostory has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

5. Provision of the Products by demostory

- A. demostory may make modifications or updates to the Products. You acknowledge and agree that:
 - i. the form and nature of the Products may change from time to time without prior notice to you;
 - ii. demostory may stop providing the Products (or any features within the Browser) to you or to users generally at demostory’s sole discretion, without prior notice; and,
 - iii. if demostory disables access to your account, you may be prevented from accessing the Products, your account details or any files or other content which is contained in your account.

6. Use of the Products

- A. By using our Products, you agree to:
 - i. use the Products only as permitted by these Terms and any applicable law or regulation (including any laws regarding the export of data or software to and from the United States or other relevant countries);
 - ii. not engage in any activity that interferes with or disrupts the Products;
 - iii. not reproduce, duplicate, copy, sell, trade or resell the Products for any purpose, unless you have been expressly permitted to do so in a separate agreement with demostory; and,
 - iv. be solely responsible for (and that demostory has no responsibility to you or to any third party for) any breach of your obligations under the Terms or violation of any applicable law or regulation and for the consequences (including any loss or damage which demostory may suffer) of any such breach or violation.

7. Privacy and Your Personal Information. For information about demostory’s data protection practices, please read demostory’s privacy policy. This policy explains how we treat your personal information, and protects your privacy, when you use our Products. You agree to the use of your data in accordance with our privacy policy.

8. Content in the Products

- A. You understand all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Products are the sole responsibility of the person from which such content originated. All such information is referred to below as the “Content.”
- B. You should be aware Content presented to you as part of the Products may be protected by intellectual property rights which are owned by the persons or entities who make that Content available in the Products (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either

in whole or in part) unless you have been specifically told that you may do so by demostory or by the owners of that Content, in a separate agreement.

- C. demostory reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content.
- D. You understand that by using the Products you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Products at your own risk.
- E. You agree that you are solely responsible for (and that demostory has no responsibility to you or any third party for) any Content that you create, transmit or display while using the Products and for the consequences of your actions (including any loss or damage which demostory may suffer) by doing so.
- F. demostory acknowledges and agrees that it obtains no right, title or interest from you (or other third parties) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Products, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with demostory, you agree that you are responsible for protecting and enforcing those rights and that demostory has no obligation to do so on your behalf.
- G. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Products. demostory may ask your permission to use your Content and if you agree, then you grant demostory a license to use such Content.

9. Proprietary Rights

- A. You acknowledge and agree that demostory owns all legal right, title and interest in and to the Products, including any intellectual property rights which subsist in the Products (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Nothing in the Terms gives you a right to use any of demostory's tradenames, trademarks, service marks, or logos. You further agree that you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.
- B. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Products.

- 9. Software updates.** The Software which you use may automatically download and install updates from time to time from demostory. These updates are designed to improve, enhance and further develop the Products and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit demostory to deliver these to you) as part of your use of the Products. demostory may allow installations of extensions from the Chrome Web Store into the Software. Your use of these extensions are governed solely by the terms laid out by the providers of those extensions and you agree not to hold demostory liable for any negative consequences of using such extensions, even if such consequences affect the use of the Software or the Products.

10. EXCLUSION OF WARRANTIES.

- A. THE PRODUCTS AND ALL RELATED SOFTWARE IS PROVIDED BY DEMOSTORY AND THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL DEMOSTORY, THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE

OF THE PRODUCTS AND RELATED SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- B. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT DEMOSTORY'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, DEMOSTORY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- C. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PRODUCTS IS AT YOUR SOLE RISK AND THAT THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE."
- D. IN PARTICULAR, DEMOSTORY DOES NOT REPRESENT OR WARRANT TO YOU THAT:
 - i. Your use of the products will meet your requirements;
 - ii. Your use of the products will be uninterrupted, timely,
 - iii. Secure or free from error;
 - iv. Any information obtained by you as a result of your use of the products will be accurate or reliable, and that defects in the operation or functionality of any software provided to you as part of the browser will be corrected;
 - v. Any material downloaded or otherwise obtained through the use of the products is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material; and,
 - vi. No advice or information, whether oral or written, obtained by you from demostory or through or from the products shall create any warranty not expressly stated in the terms.

11. LIMITATION OF LIABILITY

- A. SUBJECT TO SECTION 10 ABOVE, YOU AGREE THAT DEMOSTORY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: ANY LOSS OF PROFIT, ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR PRODUCTS, OR OTHER INTANGIBLE LOSS, ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - i. Any reliance placed by you on the completeness, accuracy or existence of any content displayed on the product, or as a result of any relationship or transaction between you and any third party;
 - ii. Any changes which demostory may make to the products, or for any permanent or temporary cessation in the provision of the products or any product features;
 - iii. The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the products;
 - iv. Your failure to provide demostory with accurate account information;
 - v. Your failure to keep your password or account details secure and confidential; and,
 - vi. The limitations on demostory's liability to you set forth in this section shall apply whether or not demostory has been advised of or should have been aware of the possibility of any such losses arising.

12. Release and Indemnity.

- A. On behalf of yourself and your heirs, executors, agents, representatives, and assigns, you hereby fully release, forever discharge, and hold demostory and its respective officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, and actions of any kind and injury

(including death) arising out of or relating to your use of the Products. You agree that this release has been freely and voluntarily consented to and you confirm that you fully understand what you are agreeing to.

- B. You agree to indemnify and hold demostory and its respective officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of any third party claims relating to your use of the Products, your violation of these Terms or your violation of any rights of another.

13. Intellectual Property Infringement Notification. If you are a trademark or copyright owner and you believe that your rights have been violated in any way, please contact demostory by email: hello@demostory.io.

14. Other Content

- A. The Products provide you access to websites and may include hyperlinks to other websites or content or resources. demostory may have no control over any websites or resources which are provided by companies or persons other than demostory.
- B. You acknowledge and agree that demostory is not responsible for the availability of any such external websites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources.
- C. You acknowledge and agree that demostory is not liable for any loss or damage which may be incurred by you as a result of the availability of those external websites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

15. Term and Termination

- A. The Terms and your use of the Products will continue to apply until terminated by either you or demostory as set out below.
- B. demostory may at any time, terminate its legal agreement with you if:
 - i. you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms);
 - ii. required to do so by law;
 - iii. demostory is transitioning to or no longer providing the Browser to users in the country in which you are a resident or from which you use the Browser;
 - iv. the provision of the Browser to you by demostory is, in demostory's opinion, no longer commercially viable; or
 - v. for any other reason in demostory's sole discretion.
- C. You may terminate your use of the Products at any time for any reason.
- D. Effect of Termination or Expiration. Upon any termination or expiration of this license: (a) all Browser Licenses will immediately terminate; (b) you will immediately cease all use of the Browser; (c) you must destroy/uninstall all copies of the Browser in your possession or control; and (d) any refunds of license fees will be provided in accordance with Section 3 of the Terms.
- E. Any provision that by its nature or context is intended to survive any termination or expiration of these Terms shall so survive.

16. Changes to the Terms. From time to time demostory may update the Products and these Terms. demostory reserves the right, in its sole discretion, to change the Terms under which the Products are offered. If these Terms are change in any material way, demostory will make a new copy of the Terms by prominently posting such notice through the Products or notifying you via email. Your use of the Products after such updated Terms are posted constitutes your agreement and acceptance of the updated Terms. You agree to review these Terms periodically to ensure that you are familiar with the most recent version.

17. Governing Language.

- A. These Terms have been prepared and agreed to in the English language, which language shall be controlling in all respects. No translation, if any, of these Terms into the official language(s) of any party or any other language shall be of any force or effect in the interpretation of these Terms or in a determination of the intent of either of the parties hereto. In the event of any

conflict or inconsistency between the English language version and any translation hereof made for any purpose, the English language version shall govern the interpretation and construction hereof.

- B. The Terms shall be considered as having been entered into in and shall be construed and interpreted in accordance with the laws of the state of Delaware, United States of America. In any action or proceeding arising out of or relating to this Agreement, each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court sitting in Delaware and further agrees that any action shall be heard and determined in such court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in Delaware. Notwithstanding, you agree the demostory shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- C. Arbitration of disputes. Instead of suing in court, you agree that any dispute relating in any way to these terms of use or your use of the products shall be submitted to confidential arbitration in delaware any arbitration under this agreement shall be conducted under the prevailing rules of the american arbitration association. An arbitrator can award the same damages and relief, however, and must honor the same limitations stated in these terms of use as a court would. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction to the fullest extent permitted by applicable law. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer.you and demostory agree that each may bring claims against the other in arbitration only in your or its respective individual capacities and in so doing you waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.

18. Miscellaneous Legal Terms

- A. The Terms constitute the whole legal agreement between you and demostory and govern your use of the Products (but excluding any services which demostory may provide to you under a separate written agreement), and completely replace any prior agreements between you and demostory in relation to the Products.
- B. You agree that demostory may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings in the Products.
- C. You agree that if demostory does not exercise or enforce any legal right or remedy which is contained in the Terms (or which demostory has the benefit of under any applicable law), this will not be taken to be a formal waiver of demostory's rights and that those rights or remedies will still be available to demostory.
- D. In the event that any provision of the Terms is deemed to be unlawful, invalid or unenforceable by a court of law, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other provision of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.