



TERMS OF USE

Last Updated: October 9, 2018

These Terms of Use (this “**Terms of Use**”), along with any Order (defined below) and other documents incorporated in this Terms of Use (collectively, the “**Agreement**”), create a legal agreement between Signal HQ, LLC, a Colorado limited liability company (“**Signal HQ**”) and you as the end user of the Services (as defined in this Agreement). This Agreement governs our access to and use of the website located at <https://signal-hq.com/> including all of its webpages and subpages (collectively, the “**Site**”) and the online service which Signal HQ agrees to provide to you in connection with the Site (the “**Service**”). You are entering into this Agreement for Your use of the Service for Your own internal business purposes in accordance with this Agreement.

BY CLICKING “I AGREE”, OR BY OTHERWISE ACCESSING OR USING THE SITE OR SERVICE YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY NOT ACCESS OR USE THE SITE OR SERVICE.

1. DEFINITIONS. Terms used in this Terms of Use have the definitions given in this Terms of Use or, if not defined in this Terms of Use, have their plain English meaning as commonly interpreted in the United States, even if Signal HQ provides a translated version of this Terms of Use. To the extent any ambiguity or inconsistency exists between the English version of this Terms of Use and a version in any other language, the English (as interpreted in the United States) version of the Terms of Use controls.

2. TERM. This Terms of Use is entered into as of the earlier of the date you first access or use the Site or any Services and will continue until terminated as set forth herein.

3. MODIFICATION. Signal HQ may modify this Terms of Use at any time. Modifications become effective immediately upon your first access to or use of the Site after the “Last Updated” date at the top of this Terms of Use. Your continued access to or use of the Site or Services after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms of Use. If you do not agree with the modifications, do not access or use the Site or Services.

4. ORDERS AND TERMS OF SALE. You may be permitted to place orders seeking to purchase the right to use or access to products, systems, and other offerings of Signal HQ (whether in the form of an online order submitted through the Site or an order submitted by way of email, phone, or other form permitted by Signal HQ, an “**Order**”). All Orders are subject to acceptance by Signal HQ, in its sole discretion. In addition to this Terms of Use, your purchase through any Order is governed by any additional terms provided to you by Signal HQ in connection with such Order (the “**Terms of Sale**”). By placing an Order, you agree to be bound by the Terms of Sale with respect to that Order and all products, systems, or other offerings described in such Order. If this Terms of Use conflicts with the Terms of Sale for any Order, the Terms of Sale will govern and control with respect to the products, systems, or other offerings described in that Order.

5. ACCOUNT. You may be required to establish an account on the Site (an “**Account**”) to access portions of the Site or Services. Approval of your request to establish an Account will be at the sole discretion of Signal HQ. Each Account and the user identification and password for each Account (the “**Account ID**”) is personal in nature. Each Account is for your personal use and each Account ID may be used only by you alone. You may not distribute or transfer your Account or Account ID or provide a third party with the right to access your Account or Account ID. You are solely responsible for all use of the Site or Services through your Account. You will ensure the security and confidentiality of your Account ID and will notify Signal HQ immediately if any Account ID is lost, stolen, or otherwise compromised. You are fully responsible for all liabilities and damages incurred through the use of your Account or under any Account ID (whether lawful or unlawful) and that any transactions completed through any Account or under any Account ID will be deemed to have been lawfully completed by you. In connection with establishing an Account, you will be asked to submit certain information about yourself (“**Registration Information**”). You agree that: (a) all Registration Information that you provide will be true and complete; and (b) you will maintain and promptly update your Registration Information to keep it accurate and current. You may not: (i) use or input Registration Information of another person with the intent to impersonate that person; and (ii) use or input Registration Information that Signal HQ, in its sole discretion, deems offensive.

6. SITE ACCESS

6.1 Site License. Subject to this Terms of Use, Signal HQ grants you a personal, limited, revocable, non-exclusive and non-transferable license to access and use the Site for informational purposes only. This license is exclusive to you and you may not sublicense the use of the Sites. Signal HQ expressly retains all ownership rights, title, and interest in and to all aspects of the Site and all intellectual property rights therein, including, but not limited to, all current and future patents, copyrights, trademarks, trade secrets, know-how, and other proprietary rights included or embodied in the Sites.

6.2 Technology. The Site, and the databases, software, hardware and other technology used by or on behalf of Signal HQ to operate the Site, and the structure, organization, and underlying data, information and software code thereof (collectively, the “**Technology**”), constitute valuable trade secrets of Signal HQ. You will not, and will not permit any third party to: (a) access or attempt to access the Technology except as expressly provided in this Terms of Use; (b) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (c) use automated scripts to collect information from or otherwise interact with the Technology; (d) alter, modify, reproduce, create derivative works of the Technology; (e) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third party; (f) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (g) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (h) monitor the availability, performance or functionality of the Technology; or (i) interfere with the operation or hosting of the Technology.

6.3 Ownership. Signal HQ retains all right, title and interest, including, without limitation, all IPR (as defined below), in and to the Technology and any additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Technology and you are not granted any right or license to use the Technology itself, apart from your ability to access the Site under this Terms of Use. The



Signal HQ name, logo and all product and service names associated with the Site and Services are trademarks of Signal HQ and its licensors and providers and you are granted no right or license to use them. For purposes of this Terms of Use, “IPR” means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

7. USER CONTENT AND SUBMISSIONS

7.1 Copyright in Your Content. In connection with your access to, or use of, the Sites or the Services, you may have the opportunity upload to the Site certain information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (“Content”). Signal HQ does not claim ownership rights in any such Content that you make available. By submitting your Content and accepting the consideration set forth in this Terms of Use, you unconditionally grant to Signal HQ a non-exclusive, perpetual, irrevocable, worldwide, fully-paid, transferable right and license, with the right to sublicense through multiple levels of sublicensees, in the Content, to (a) reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Content in any medium or format, whether now known or hereafter discovered and (b) exercise any and all other present or future rights in the Content. As between you and Signal HQ, you remain the owner of all Content that you make available in connection with the Services. You represent and warrant to Signal HQ that you are the owner of the copyright to the Content or that you have written permission from the copyright owner to use such Content. In addition, you warrant that all moral rights in any Content have been waived. You agree to indemnify and hold Signal HQ harmless for any violation of this provision.

7.2 Review of Content and Materials. While Signal HQ does not and cannot review all material on the Sites, and is not responsible for the Content, Signal HQ reserves the right to remove, delete, move, or edit Content that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of the law, including but not limited to copyright or trademark law, or otherwise unacceptable. Signal HQ will not be liable for any Content.

8. TERMINATION. This Terms of Use may be terminated by either party at any time, in that party’s sole discretion, upon notice to the other party as permitted under this Terms of Use. Upon termination or expiration of this Terms of Use for any reason: (a) all rights and subscriptions granted to you under this Terms of Use will terminate; (b) you will immediately cease all use of and access to the Site and Services; and (c) Signal HQ may, in its sole discretion, delete your Account and any of your Content held by Signal HQ at any time. Sections 1 (Definitions), 4 (Orders and Terms of Sale), 6.2 (Technology), 6.3 (Ownership), 8 (Termination), 9 (Suspension), 10 (Third Party Software and Linking), 12 (Disclaimer of Warranty), 13 (Limitation of Liability), and 14 (General) will survive any expiration or termination of this Agreement.

9. SUSPENSION. Without limiting Signal HQ’s right to terminate this Terms of Use, Signal HQ may also suspend your access to your Account and the Site or Services (including your Content), with or without notice to you, upon any actual, threatened, or suspected breach of this Terms of Use or applicable law or upon any other conduct deemed by Signal HQ to be inappropriate or detrimental to the Site, Services, Signal HQ, or any other Signal HQ user or customer.

10. THIRD PARTY SOFTWARE AND LINKING. Although we may make software, hyperlinks, and other products of third-party companies available to you, your use of such products is subject to the respective terms and conditions imposed by the third party owning, manufacturing or distributing such products, and the agreement for your use will be between you and such third party. Signal HQ makes no warranty with regard to the products or websites of any other entity. Signal HQ has no control over the content or availability of any third-party software or website. In particular, (a) Signal HQ makes no warranty that any third party software you download or website you visit will be free of any contaminating or destructive code, such as viruses, worms or Trojan horses and (b) it is your responsibility to become familiar with any web site's privacy and other policies and terms of service, and to contact that site's webmaster or site administrator with any concerns.

11. DISCLAIMER OF WARRANTY. THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND. SIGNAL HQ EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE AND SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. LIMITATION OF LIABILITY. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SIGNAL HQ BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, IMAGES, DATA OR OTHER INTANGIBLES, EVEN IF SIGNAL HQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT ARISE IN CONNECTION WITH THE SITE OR SERVICES. IF YOU ARE DISSATISFIED WITH THE SITE, SERVICES, OR WITH THIS TERMS OF USE, OR FEEL SIGNAL HQ HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE OR SERVICES. IT IS THE INTENTION OF YOU AND SIGNAL HQ THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. GENERAL

13.1 Independent Contractor. Signal HQ acknowledges that it is an independent contractor, and neither you nor Signal HQ is or will be construed to be an agent, partner, joint venture or employee of the other. Neither party has any authority to bind or otherwise obligate the other party in any manner, and neither party may represent to anyone that it has a right to do so.

13.2 Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party.

13.3 Notices. All notices, consents, and approvals under this Terms of Use must be delivered in writing by electronic mail, courier, facsimile, or certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address for each party first set



forth on the signature page and will be effective upon receipt. Additionally, electronic mail and facsimile may not be used for providing legal notices but may be used to distribute routine communications and to obtain approvals and consents.

13.4 Governing Law. This Terms of Use will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. Each party shall submit to the exclusive jurisdiction of any State or Federal court located in Denver, Colorado and each party waives any jurisdictional, venue or inconvenient forum objections to such courts.

13.5 Remedies. Except as otherwise expressly provided in this Terms of Use, the parties' rights and remedies under this Terms of Use are cumulative. Each party acknowledges and agrees that any actual or threatened breach of Section 6.2 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Terms of Use, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive from the non-prevailing party.

13.6 Compliance with Laws. Each party shall comply with all applicable local, state, provincial, domestic and/or international laws, rules, and regulations to which such party is subject and that are applicable to such party notwithstanding this Terms of Use.

13.7 Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Any waiver must be in writing and signed by the party entitled to the benefit of the right being waived. Unless otherwise stated in the waiver, any waiver applies only to the specific circumstance for which the waiver is given and not to any subsequent circumstance involving the same or any other right.

13.8 Severability. If any provision of this Terms of Use is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Terms of Use will continue in full force and effect.

13.9 Counterparts. This Terms of Use may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13.10 Entire Agreement. This Terms of Use, including any Order and any documents, exhibits or attachments incorporated into this Terms of Use, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. This Terms of Use will not be modified except by a subsequently dated written amendment signed on behalf of Signal HQ and you by their duly authorized representatives. In the event of a conflict between the Order and this Terms of Use, the Order will prevail.