

# Streetify Terms Of Use

Last Updated: Saturday, May 26, 2018

## 1. Acceptance

These Terms of Use are available publicly and must be accepted in order to use Streetify's product and services.

Streetify ("our Company", "we" or "us") provides your e-commerce business ("you") with address verification services, improving your ability to deliver products to online shoppers who transact with you ("Shoppers") and providing you with control over shipping destinations (collectively, these are our "Services").

Our Services are made possible by our proprietary software application ("App"), which we develop and manage. By installing our App, via <https://streetify.io> (our "Website") or an e-commerce platform partner (see Data Partners List), thereby integrating our App with your online business, you accept these Terms of Use; you agree to be bound to and abide by them.

Please read our Terms of Use carefully. If you do not agree to accept them, we ask that you do not install our App and refrain from using our Services.

## 2. Changes

Streetify is a work in progress. Our information, offerings and functionality may change, as needed or regularly. We reserve the right to update our Website, App and Services for the purposes of improving Streetify's quality, scope or capabilities or to provide you with the information you need to benefit from, understand and utilize our Services.

Customers will be notified if substantial, material changes are made that will affect access to or use of our Services. Your continued use of our Services, following publication of an updated Terms of Use means that you accept and agree to the changes.

## 3. Access and Security

We continue to work on improving and growing Streetify, but we are not able to guarantee that the Website or our Services will be 100% functional without interruption, 24 hours a day, 7 days a week. We are committed to 99.9% uptime for our App.

If our Services malfunction, are disrupted or produce erroneous information, we will correct any errors or issues at no additional charge. If any portion of our Services are found to be defective, we will remedy the issue as soon as possible, no later than 45 days of receiving notice.

The steps to install, setup and utilize Streetify's verification services for your e-commerce store's online orders, follow the instructions provided on the Website and sent via email ([streetify@shopinet.xyz](mailto:streetify@shopinet.xyz)). You are responsible for granting access to your account and any activities that may occur on it. If there is any unauthorized access, abuse, incorrect use or corrupted use of our Service via your account, notify Streetify immediately.

If you create or manage a Streetify account, as a representative of your company, you represent and warrant that you are authorized to:

- Install the App on your e-commerce store
- Communicate with Streetify regarding usage, settings and other product or service issues
- Enter company information and adjust settings
- View and manage shoppers' orders, shipping addresses and email addresses

As is customary for internet websites, we reserve the right to disable any user account if, in our opinion and at our sole discretion, a user has failed to comply with any provision of these Terms of Use or our Privacy Policy, which describes the measures and precautions we take to secure and protect your data privacy.

#### **4. Intellectual Property Rights and Use Guidelines**

For purposes of these Terms of Use, the term "Content" includes, without limitation, information, data, documents, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Website. For the purposes of these Terms of Use, "Content" also includes all User Content (as defined below).

You represent that any and all Content that you add, enter, create, upload, submit, distribute, or post to the Website (collectively "User Content") is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations, as well as your own company or employer's policies. User Content includes information provided to setup and manage your account with Streetify, including settings, payment information, email communications, as well as User Content that you may share publicly on Website blog posts or social media.

The Website and its original Content, features and functionality are owned by Streetify and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, to the extent applicable. You agree not to copy, modify, create derivative works of, publicly display, publicly perform, republish, any of our copyrighted material, except to the extent permitted by the Website or Streetify itself.

By agreeing to our Terms of Use, you agree to not engage in the following, nor permit, procure, enable or request another entity to:

- Reproduce, modify, extract information from, reverse engineer, decompile or disassemble our Services or App,
- Use our Services, App or Content to provide Services or support to another entity,
- Create, market or distribute a product or service that competes with our Services, App or Content,
- Sell, license, sublicense, distribute, disclose or make available our Service or App to another entity

- Remove, alter or obscure any intellectual property rights notice, or other notice communicating ownership or prohibitions, on our Website, App or Content,
- Breach the security or privacy protections for our Website, Services, or App.
- Contest or challenge our ownership of our Services, App or Website.

Use of Streetify's Content may be permitted when copyright laws are adhered to and the following conditions are met:

- Blog content or posts: If our Blog page or specific blog posts, you may share our articles or excerpts from it.
- Marketing content: if marketing content is appropriately cited (e.g., linked to the Website page being cited) it may be used for commercial or academic purposes.

The following Content may not be utilized:

- Screenshots, videos or webcasts of your account: the Content in your settings and dashboard pages, which allow you to control and manage your use of our App, are unique and defining aspects of our Service. We prohibit use of this information for any commercial purposes.
- Photos: our Website and other online resources, such as social media accounts, may contain licensed stock photos or photos of a proprietary nature; some are royalty free while others are not. Photos may not be published, reproduced or re-used for commercial purposes (with the exception of photos that are included in blog posts and are not separate from them).

Any use of the Website not expressly permitted by these Terms of Use is considered a breach of these Terms of Use and can lead to account termination. If you have questions about whether and how to use Content from the Website or Streetify's communications, please address your questions by email to: [streetify@shopinet.xyz](mailto:streetify@shopinet.xyz)

## **5. Payment**

Subscription fees and one-time purchase of bundled packages can be paid using a credit card and will be processed by our payment service provider.

Subscription plans:

- Access to Streetify is provided on a month-to-month basis. Customers have no commitment or obligation beyond one month on a paid account.
- Lookups (or verifications) expire each month and will not roll-over into subsequent months, for any single plan purchased.
- The auto-renew feature may be enabled so that customers can ensure that their service will never be interrupted due to lack of available remaining lookups.
- The credit or debit card entered when initially subscribing to the plan will be automatically charged monthly. The same card will also be charged for any applicable auto-renew. Billing occurs on the same day every month as the initial subscription date; however, if auto-renew is

selected and later utilized, the billing date will adjust according to the most recent auto-renewal date.

- At any time, a customer may upgrade or downgrade the plan selected. In the event that there are lookups remaining from the previous plan, they will roll-over into the next month.

Bundled, one-time purchases:

- Lookups roll-over continuously, with no expiration date.
- The credit or debit card entered when the bundled, one-time purchase was made will not be charged unless authorized or requested by the customer.
- Before all lookups in the bundle are utilized, customers will receive a message with the number of lookups remaining and an option to purchase the same or different package again.
- 30-day money back guarantee associated with all bundled lookup plans.

Payments made do not include taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, as well as other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority.

## **6. Limitation of Liability**

In no event will we be liable under or in connection with your use of, or inability to use, our Services or Website, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (b) increased costs, diminution in value or lost business, production, revenues, or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; or (e) cost of replacement services, in each case regardless of whether we were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will the Company's monthly aggregate liability to you arising out of or related to these Terms of Use under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise exceed the total amount you paid to us for our Services in the two-month (2) month period preceding the event giving rise to the claim.

## **7. Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of our Services or Website, other than as expressly authorized in these Terms of Use and other applicable Company policies.

## **8. Disclaimer of Warranties**

Your use of our Services and Website is at your own risk. The Services and Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company makes any warranty or representation with

respect to the completeness, security, reliability, quality, accuracy, or availability of the Services or Website. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that our Services or Website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the servers that make our Services and Website available are free of viruses or other harmful components, or that the Services or Website will otherwise meet your needs or expectations. To the fullest extent provided by law, the Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

#### **9. Authorized Use of Account**

You represent and warrant that, if you create an account to use our Services on behalf of a company or other organization, you have the authority and authorization to do so. Each company or organization that uses our Services is responsible for managing or assigning appropriate access privileges among its team members and colleagues. We will not arbitrate your internal disputes concerning account setup, setting preferences, ownership, or administrative access. Any determination we make as to account ownership will be based on profile information provided for that account. We reserve the right to suspend, disable, or terminate any account subject to an ownership dispute, in our discretion.

#### **10. Governing Law and Jurisdiction**

These Terms of Use and any dispute or claim arising out of, or related to them, shall be governed by and construed in accordance with the internal laws of the State of Delaware in the United States of America, without giving effect to any choice or conflict of law provision or rule, and international laws.

Any legal suit, action, claim or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware.

#### **11. Waiver and Severability**

Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. The Terms of Use constitutes the entire agreement between you and Streetify and govern your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Use). If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **12. Feedback**

We encourage feedback from customers, partners and visitors to our Website. When we receive feedback, we will treat it in accordance with our Privacy Policy. Feedback and other communications can be emailed to: [streetify@shopinet.xyz](mailto:streetify@shopinet.xyz)