

Terms of Service

Last Updated: October 3, 2024

If you entered into a separately executed order form issued pursuant to these Terms (“Order Form”), that Order Form is incorporated by reference into these Terms unless explicitly stated otherwise. In the event of a conflict between these Terms and any terms and conditions contained within an incorporated Order Form, the Order Form governs.

If you are using the Website or the Service on behalf of any organization, you represent and warrant that you are authorized to accept these Terms on such organization’s behalf (in which case, “you” and “your,” will refer to that organization), and that such organization agrees to indemnify you and us for violations of these Terms. Nothing in these Terms will be deemed to confer rights or benefits on any third party.

1. Changes to these Terms.

We reserve the right to change or modify these Terms and any policies or guidelines governing your use of the Website and/or the Service, at any time in our sole discretion. Any such changes or modifications will be effective upon the next renewal of your order after revisions are on the Website or through the App. Your continued use of the Website or the Service following the posting of such changes or modifications constitutes your acceptance thereof. Therefore, you should frequently review these Terms and all applicable policies or guidelines on the Website or through the App in order to understand the terms and conditions applicable to your use of the Website and the Service. If you do not agree to any changes or modifications to these Terms or to any applicable policies or guidelines on the Website, your sole recourse is to stop using the Website and the Service.

2. Privacy.

We believe strongly in user privacy. Please refer to our Privacy Policy (“**Privacy Policy**”) for information on our privacy practices. Your use of the Website, the App and/or the Service signifies your acknowledgment of, and agreement to, the Privacy Policy. If you are a resident of any country outside the United States, you understand and agree that we will store and process your personal information on computers located in the United States, and that by providing any information to us, you consent to the transfer of such information to the United States.

3. Minors.

In order to create an account, you must be 18 years of age or older. If children between the ages of 13 and 18 wish to use the Website, App or Service, they must be registered by their parent or guardian. By registering, you represent and warrant that you are 18 years of age or older.

4. Your Account.

We require you to register and create an account in order to use the Service. For creating an account, you must complete an online registration form designating a user ID and password.

You are solely responsible for all materials and information that you upload, post or otherwise transmit via the Service. Only you may use your Sortly account and you are responsible for your account. Please also refer to our Acceptable Use Policy mentioned in Section 8 below.

If you become aware of any unauthorized use or access of your account, or have any account related questions, please contact Sortly Support.

5. Account Terms.

You represent and warrant that you: (a) are authorized to use the Website, the App and the Service; (b) all of your registration, account and payment information is true, accurate and complete at all times; (c) you will maintain the security of your password, if any; and (d) you accept all responsibility for all activity that occurs under your user name. Any breach or suspected breach of any of the above representations or warranties may result in immediate termination of your account or suspension of your account without, if applicable, any refund.

You acknowledge and agree that you may only access and use the Website, the App, and the Service for lawful purposes and in accordance with any use or account restrictions defined in these Terms or any applicable Order Forms, or imposed by the Website, the App, or the Service. If your account is subject to any seat restrictions, only one seat may be used per person and you are responsible for purchasing a sufficient number of seats and access for your usage.

You get to choose your email address(es) when you register for an account. If it is a personal email account, you solely will have the right to control it. If, however, your organization provided you with your account, you understand that such organization has rights to your account and may: (i) manage your account (including suspending or canceling it); (ii) reset your password; (iii) view your usage and profile data, including how and when your account was used; and (iv) manage the Content (as defined below) in your account. If you are the primary contact and/or administrator of your organization's relationship with Sortly, you acknowledge and agree that all users you authorize to access Sortly on behalf of your organization have reviewed and will comply with all terms and conditions herein.

6. Content; Feedback.

You may post and/or submit or link to inventory summaries, pictures, reviews, comments, suggestions, ideas, information and/or other content ("**Content**") to the Website or on the App.

You agree to ensure that Content does not include any data for which you do not have all rights, power and authority necessary for its collection, use and processing as contemplated by this Agreement. You represent that you have given all notices and obtained all consents that may be required, including under applicable privacy laws, for us to collect, use and process Content as contemplated by this Agreement. You agree to

ensure that Content does not contain any of the following categories of data without our prior written consent: (i) Social Security numbers or other government-issued identification numbers; (ii) credentials to any online accounts; (iii) credentials to any financial accounts; (iv) cardholder data as defined under the Payment Card Industry Data Security Standard (PCI-DSS); (v) tax return data; (vi) “consumer reports” as defined under the Fair Credit Reporting Act; (vii) biometric data, biometric information, biometric identifiers, or information within the scope of similar terms defined in privacy laws; (viii) genetic or health information, including “protected health information” as defined by the Health Insurance Portability and Accountability Act (HIPAA); (ix) data pertaining to identifiable children under 18 years of age; (x) criminal histories; (xi) information that constitutes “special categories of data”, “sensitive personal information” or “sensitive data” as defined in privacy laws.

We reserve the right (but do not have the obligation) to remove or edit such Content. We do not regularly review posted Content. If you do post or upload Content, and unless we indicate otherwise, you grant us a nonexclusive, royalty-free, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Content throughout the world in any media during the Term in order to provide the Services. You grant us and our sub-licensees the right to use the name that you submit in connection with such Content if we or they choose. You represent and warrant that: (a) you own or otherwise control all of the rights to the Content that you post and/or submit; (b) the Content is accurate; (c) the use of the Content you post and/or submit does not violate these Terms; and (d) the Content will not cause injury to any person or entity. We have the right, but not the obligation, to monitor and edit or remove any activity or Content. We take no responsibility and assume no liability for any Content posted by you or any third party.

You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about us or the Services (collectively, “**Feedback**”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback or Services, or to improve or develop new products, services, or the Services in our sole discretion. We will exclusively own all improvements to existing, or new, Sortly products or services based on any Feedback. You understand that Sortly may treat Feedback as nonconfidential.

7. Data Security.

While we take reasonable measures to safeguard your Content, you are solely responsible for maintaining a backup of all of your Content outside of the Service that is readily available to you at all times in case of any loss, erasure or destruction of your Content stored on the Service. In particular, we are not responsible for any delays, problems or other issues that may arise during the process when you sync up the Services across various platforms, such as your smartphone, iPad and/or any laptop or desktop through which you access the Service. We do not control those devices and cannot ensure their safety or the security of your Content available through those devices, including, without limitation, any unauthorized access by anyone using those devices with or without your consent. You acknowledge and understand that we rely on third party providers to provide us and users of the Service, including you, various security and encryption measures reasonably necessary to safeguard your Content. We have listed the measures that we currently take on the Website

and/or App merely for illustration purposes and we do not warrant their availability at all times or their efficacy. Our respective vendors are solely responsible for the security measures they provide and your sole remedy for any security incident affecting your Content would be against them and not us.

Please be aware that we do not and cannot guarantee that our privacy and data security policies and practices will comply with or conform to any minimum or higher privacy or data security standards that may be imposed on any materials or other content you store on Sortly. You are solely responsible for complying with such policies and practices, and you acknowledge and agree that Sortly will not be liable in the event your use of Sortly does not comply with such policies and practices. You are solely responsible for verifying and ensuring that our systems meet any such requirements imposed on you by applicable law, regulations, governmental, court or regulatory orders, or custom or usage of trade, and we are not responsible for any resulting consequences you may face if our systems or our service is found not to meet those specific legal, regulatory or governmental standards, except to the extent we otherwise expressly state in our Privacy Policy or these Terms.

8. Acceptable Use Policy.

You agree that you will not, nor will you encourage others or assist others, to: (a) harm the Service or use the Service to harm, threaten or harass others; (b) build a similar or competitive service or website using information or other materials accessible only to those who create an account with Sortly; (c) damage, disable, overburden, or impair the Service (or any network connected to the Service); (d) resell or redistribute the Service or any part of it; (e) probe, scan or test the vulnerability of any system or network related to the Service; (f) breach or otherwise circumvent any security measures or authentication protocols, including any authorized third party payment network protocols used by or through us; (g) use any authorized means, or any automated process or service (such as a bot, spider, or periodic caching of information stored on Sortly) to modify, reroute, or gain access to or use of the Service or attempt to carry out any of these activities; (h) use the Service beyond the features or functionality allocations (including without limitation seat limits) and amounts or storage space limits provided in your specific Service or in violation of our fair use policy; (i) use the Service to violate any law or distribute malware, malicious, unlawful, indecent or pornographic Content; (j) distribute, post, share information or Content you don't have the right to or is illegal or that violates the terms of Section 6 above; or (k) violate the privacy or infringe the rights of others.

You also agree to comply at all times with all laws, regulations, government, court and regulatory orders, notifications, customs and usage of trade as may be applicable to you and your use of the Service. In particular, you will not create, upload, or store any Content on Sortly if such creation or storage would result in breach of your legal or regulatory obligations and may expose us to any legal or regulatory action, investigation, penalty, fine or suspension. You understand and acknowledge that Sortly merely provides an inventory management and storage system for individuals and businesses and we do not control how or what Content or other information you specifically store on Sortly, except for any overall account and storage limits that we may impose from time to time based on your account type.

In addition, you agree that you are solely responsible for your inventory, including obtaining and maintaining adequate warehouse or other insurance.

9. Copyright.

The Website and all content and other materials on the Website, including, but not limited to, the “Sortly” effects, our logo and all designs, text, graphics, logos, icons, images, photographs, audio clips, digital downloads, data compilations, software and the selection and arrangement thereof (collectively, the “**Materials**”) are our property or that of our licensors or users and are protected by United States and/or international copyright laws.

10. Trademark.

“Sortly”, the “Sortly” logo, and any other product or service names or slogans contained on the Website or the App (including, without limitation, App Store, Play Store, iCloud, Evernote, Adobe or Dropbox) are trademarks of Sortly Inc. or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Sortly or the applicable trademark holder. You may not use any metatags or any other “hidden text” utilizing “Sortly” or any other name, trademark or product or service name of Sortly without our prior written permission. In addition, the look and feel of the Website and the App, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Sortly and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Website or the App are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

11. Limited License and Restrictions.

We grant you a limited, non-sublicensable, non-exclusive and revocable license to access and make use of the Website, the App and the Materials solely in accordance with, and subject to, these Terms (including any additional terms incorporated by reference) and any other of our policies and guidelines as posted on the Website, the App or the applicable app store (“**Store**”). Except as otherwise expressly permitted by these Terms, you may not: (a) collect, use, copy or distribute any portion of the Website, the App or the Materials; (b) resell, publicly perform or publicly display any portion of the Website, the App or the Materials; (c) modify or otherwise make any derivative uses of any portion of the Website, the App or the Materials; (d) use any “deep-link,” “page-scrape,” “robot,” “spider” or other automatic device, program, algorithm or methodology which perform similar functions to access, acquire, copy, or monitor any portion of the Website or the App; (e) use the Website or the App in a manner which results in the depletion of Website or the App infrastructural resources; (f) download (other than page caching) any portion of the Website, the App the Materials or any information contained therein; or (g) use the Website, the App or the Materials other than for their intended purposes.

12. Third Party Sites and Content.

We may host or provide links to products, Web pages, Web sites and other content of third parties (“**Third Party Sites and Content**”). The inclusion of any link or the hosting of any content is provided solely as a convenience to our users, including you, and does not imply affiliation, endorsement, approval, control or adoption by us of any Web site or any information or content contained therein. We make no claims or

representations regarding, and accept no responsibility for, such Third Party Sites and Content, or for the quality, accuracy, nature, ownership or reliability thereof. Users, including you, may use these links and the Third Party Sites and Content contained therein at their own risk. When you leave the Website or the App, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or App.

13. Third Party Products and Services.

We may provide information or links to third party products or services on the Website or the App. Your business dealings or correspondence with, any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such third party information on the Website or the App.

14. Help Tours, Samples and Other Support.

From time to time, we may provide help tours, storage samples, creative samples and other support (collectively, “**Support**”) to enhance your experience using the Website, the App and the Service. Unless explicitly provided otherwise in an applicable Order Form, you agree that such Support is provided solely as a matter of convenience and for illustration purposes only and does not guarantee or warrant any specific user experience and is not intended to demonstrate, promise or represent the presence or absence of any features in the Website, the App and the Service. You agree to customize the Service to suit and tailor it to your individual and/or organizational needs and you will be solely responsible for all such use. You agree to rely on Support solely to explore the ways and manner in which you may use the Service and to understand its possible uses to satisfy your needs. If you use the App or the Service, or any portion of it, for purposes of storage, transport of items, moving or travel, you will take adequate precautions to ensure that you retain all relevant data (including copies thereof) in your possession, outside of and independent of the Website and the App, specifically to protect yourself against loss or erasure of data or its unavailability in the event the Website, the App or the Service is unreachable or non-functional.

15. DISCLAIMER OF WARRANTIES.

THE WEBSITE, THE APP, THE SERVICE, THE MATERIAL AND THE SUPPORT, AND ANY SERVICE INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE, THE APP OR THE STORE ARE PROVIDED TO YOU ON AN “AS IS” OR “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND, UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING. WE DO NOT WARRANT THAT THE WEBSITE, THE APP, THE MATERIALS, THE SUPPORT OR ANY SERVICE INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE OR THE APP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE AVAILABILITY, RELIABILITY OR SECURITY OF THE WEBSITE, THE APP OR THE SERVICE. UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING, WE DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH

RESPECT TO THE WEBSITE, THE APP, THE MATERIALS, THE SUPPORT AND ANY SERVICE INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE OR THE APP WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING: (A) ANY AND ALL WARRANTIES OF MERCHANTABILITY; (B) ANY AND ALL WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNEW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE AWARE OF ANY SUCH PURPOSE); (C) ANY AND ALL WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE; (D) ALL WARRANTIES WITH RESPECT TO UPTIME AND DATA ACCURACY; (E) ALL WARRANTIES WITH RESPECT TO ANY AND ALL CONTENT AND RELATED DELIVERIES PROVIDED IN CONNECTION WITH THIS AGREEMENT; AND (F) THAT THE WEBSITE, THE APP, THE MATERIALS, THE SUPPORT AND ANY SERVICE INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE OR THE APP WILL OPERATE WITHOUT INTERRUPTION OR ERROR. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RELIED ON NO WARRANTIES. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

16. LIMITATION OF LIABILITY.

IN NO EVENT WILL SORTLY OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF REVENUE, LOSS OF PROFITS, OR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE APP, THE MATERIALS, THE SUPPORT AND/OR ANY SERVICE INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE OR THE APP, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE APP, THE MATERIALS, THE SUPPORT AND ANY SERVICE INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE OR THE APP EXCEED THE GREATER OF (A) AGGREGATE OF THE NET AMOUNTS RECEIVED BY US FROM YOU, IF ANY, FOR SOLELY YOUR ACCESS TO OR USE OF THE WEBSITE OR THE APP (NOT YOUR PAYMENT FOR ANY SERVICE OR PRODUCTS PROVIDED BY US), AND (B) \$10. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

17. Indemnification and Release.

You will indemnify, defend and hold us and our investors, officers, directors, affiliates, subsidiaries, licensors, partners, licensees, consultants, contractors, agents and employees (collectively, the “**Indemnified Parties**”) harmless from and against any and all actual suits, actions, proceedings (at law or in equity), claims

(groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney and expert fees, costs, penalties, interest and disbursements) resulting from any claim (including third party claims), suit, action, or proceeding against any Indemnified Parties, whether successful or not, resulting from or arising in connection with: (a) your use of the Website, the App, the Materials, the Support and/or the Service; (b) your gross negligence or willful misconduct; (c) any breach by you of these Terms (including, but not limited to, any breach of any of your representations or warranties); and/or (d) any Content you upload to, posted on, create on, transmit through or link from the Website or the App.

18. Confidentiality.

During your use of the Service, we may share information that is confidential, sensitive or is intended to be kept secret. Similarly, we agree that your Content, account information and payment information is confidential to you. Also, any materials either of us shares that are labeled “confidential” (or something similar) or communicated (in writing or via email) as confidential or may be understood to be so by a reasonable person, such materials would also be deemed confidential information.

Confidential information, however, will not include information that: (a) we already know at the time you tell us; (b) was told to us by a third party who had a right to tell us; (c) is generally available to the public; or (d) was independently developed by us without using any of your confidential information. The same applies to any information that we disclose to you that falls in any of these categories.

You and we agree that: (i) confidential information will remain the property of its owner; (ii) we will treat each other’s confidential information with the same degree of care that we treat our own confidential information but, in any event, with no less than a reasonable degree of care; (iii) we will use each other’s confidential information only in connection with these Terms and the Service; (iv) we will share confidential information only on a “need to know” basis with those who agree in writing to maintain its confidentiality in a similar manner; and (v) we will not share any confidential information with any third party except as allowed by these Terms or through the Service.

19. Suspension and Termination of the Service.

Notwithstanding any terms to the contrary in these Terms, we reserve the right, without notice, without liability to you, to suspend or terminate your access to the Service, and/or any of your rights under these Terms (including, but not limited to, your right to use the Website, the App and the Service) and to block or prevent your access to and use of the Website, the App and the Service if we reasonably believe that you have breached these Terms. We also reserve the right to deactivate, change and/or require you to change any Sortly user ID or password used in connection with the Service, if we reasonably believe that you have breached these Terms.

You understand that if your account is suspended or terminated, you may no longer have access to the Content that is stored with the Service.

Upon termination, you may request access to your Content, which we will make available, except in cases where we have terminated your account due to your violation of these Terms or our Acceptable Use Policy mentioned in Section 8 above. You must make such a request within 14 days following termination; otherwise, any Content you have stored with the Service may not be retrievable and we will have no obligation to maintain Content stored in your account after this 14-day period.

20. Service Updates.

We reserve the right to make necessary deployments of changes, updates or enhancements to the Service at any time. We also may add, remove, upgrade or downgrade any functionality or features, or we may suspend or stop the Service altogether at any time.

21. Electronic Communications.

Notwithstanding any terms to the contrary in these Terms, Sortly may choose to electronically deliver all communications with you, which may include: (a) email to your email address indicated in your communications with Sortly or upon registration with, or use of, the Website, the App or the Support; or (b) posting messages that are displayed to you when you log in to or access the Website, the App or the Support. Sortly's electronic communications to you may transmit or convey information about action taken on your request, portions of your request that may be incomplete or require additional explanation, any notices with respect to modifications to these Terms, any notices required under applicable law and any other notices. You agree to do business electronically with Sortly, and to receive electronically all current and future notices, disclosures, communications and information, and that the aforementioned provided electronically satisfies any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received when the email is sent to you. If you don't consent to receive notices (other than promotional materials) electronically, you must stop using the Service.

22. Notices and Procedure for Making Claims of Copyright Infringement.

If you believe that anything on the Website or the App infringes upon any copyright that you own or control, you may file a notification of such infringement with our Designated Agent by mail as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement:

Dhanushram Balachandran

Address of Designated Agent to Which Notification Should be Sent:

314 Sea Cliff Ln.

Redwood City, CA 94065

To be effective, the notification must be a written communication that includes the following:(a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;(b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;(c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to

locate the material;(d) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;(e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and(f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Website, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's address in our records, if any. In accordance with the Digital Millennium Copyright Act ("**DMCA**") and other applicable law, Sortly has adopted a policy of terminating, in appropriate circumstances and at the sole discretion of Sortly, account holders who are deemed to be repeat infringers. Sortly may also at its sole discretion limit access to the Website, the App and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

23. Subscriptions; Fees; Automatic Renewals.

Sortly provides the Service that may include different features and functionalities ("**Subscriptions**"). Sortly offers Subscriptions through the Website and App, and pursuant to separately executed Order Forms. If you sign up for a paid Subscription, you agree to pay any and all applicable fees presented to you at the time you enroll in a Subscription or as described in the Order Form, as applicable ("**Fees**"). Fees exclude all taxes and charges, unless stated otherwise. You are responsible for any taxes and for all other charges (for example, data charges and currency exchange settlements). We may calculate taxes payable by you based on the billing information that you provide us at the time of subscription.

Subscriptions will automatically renew at the end of the applicable period, either monthly or after the term defined in the applicable Order Form, unless you cancel or downgrade your account (as applicable) before the end of the applicable period in accordance with these Terms. If you do not wish your Subscription to renew automatically, you either (i) need to manage your Subscription through the Website, App, or Store, as applicable, or (ii) by contacting us at support@sortly.com. You acknowledge and agree that deleting the App off of your device without following the process described in this subsection will not terminate the automatic renewal for your Subscription.

We reserve the right to change our Fees at any time in our sole discretion. We will notify you in advance, either through the Service, the App, the Store or to the email address you have most recently provided to us, if we change the Fees applicable to your Subscription. If there is a specific length and price for your Subscription, the Fees will remain in force at that rate for that time, unless otherwise specified in the Store or in an applicable Order Form. After the initial Subscription period ends you will be assessed the modified Fees your use of the Service will be charged at the new Fees. If your Subscription is on a period basis (for example, monthly or annual) with no specific term we will notify you of any change in Fees at least 30 days in advance, unless a shorter period is otherwise specified. If you don't agree to these changes, you must cancel and stop using the Service by sending us an email (with cancellation confirmation from a Sortly representative or agent)

no later than 30 days prior to the conclusion of your current payment term, whether monthly, annual, or otherwise.

For all Subscriptions for which you are charged Fees, you agree that you: (a) are required to have a Sortly account for each user; (b) will only receive the features and functionality that are included in the specific subscription plan that you have purchased; (c) are responsible for setting your configurations of your specific Service; and (d) are responsible for managing all of your devices and/or systems that you use to access your specific Service.

24. Trials.

From time to time, in our sole discretion, we may offer trial or pilot Subscriptions or other access to some of the features and functionalities of Service on a trial or pilot basis. We reserve the right to modify or alter the offerings (including any and all features and functionalities) of trial or pilot Subscriptions at our sole discretion. You may cancel at any time until the last day of your trial.

You may be required to provide a payment mechanism as a condition of your trial or pilot Subscription. After the trial period expires, your trial or pilot Subscription may convert automatically to a paid Subscription unless you cancel prior to the last day of your trial.

25. Billing, Payments and Refunds.

We typically bill in advance on a monthly or annual basis for Subscriptions.

Cancelling the Service will not result in any refunds whatsoever for any remainder of your subscribed term.

Payments for all premium features are due at the time you sign up for them, unless we expressly agree otherwise in writing on a case-by-case basis. You retain the responsibility for settling all outstanding balances in a timely manner and maintaining updated billing information. If not complied with, at the end of 7 days (unless another period is specified by the Store), your account will be deactivated and all files will no longer be retrievable.

Except as specifically set forth in this section, all Subscriptions are prepaid for the period selected (monthly, annual or otherwise) and are non-refundable. This includes accounts that are renewed. The amount of Fees due will be stated and due at the time you sign up for your Subscription, or for Enterprise plans, on the Order Form. Unless stated otherwise in the Order Form, payment for Enterprise plans shall be due Net 30 days from the effective/start date of the Order Form. The Order Form will also serve as an invoice for your records.

Except as prohibited by law, we or the Store may assess a late charge if you do not pay on time. You must pay these late charges when we or the Store bills you for them. The late charge will be the lesser of 1% of the unpaid amount each month or the maximum rate permitted by law, unless the Store specifies a higher interest rate. We or the Store may use a third party to collect past due amounts. You must pay for all reasonable costs we or the Store incurs to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs. We or the Store may suspend or cancel your Service if you fail to pay in full on time.

28. Miscellaneous.

These Terms and your use of the Website, the App, the Support and the Service will be governed by and construed only in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms will be filed only in the state and federal courts located in San Mateo County, California. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms. However, you agree that Sortly may apply for injunctive remedies in any jurisdiction worldwide. We both agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act does not apply to these Terms. None of your rights or duties under these Terms or these Terms in their entirety may be transferred, assigned or delegated by you without our prior written consent, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided, that you may assign such rights or duties or these Terms in their entirety without such consent (a) to a corporate affiliate or (b) to a successor of all or substantially all of your assets or business to which these Terms relate in connection with a change of control, such as a merger, acquisition, or other similar transaction. We may freely transfer, assign or delegate our rights and duties under these Terms or these Terms in their entirety. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns. If any provision of these Terms is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by these Terms is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify the Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled. If you are an U.S. government entity or if these Terms otherwise becomes subject to the Federal Acquisition Regulations (FAR), you acknowledge that elements of the Service constitute software and documentation and provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government user as a commercial computer software subject to the restricted rights described in 48 C.F.R. 1.101 and 12.212.

27. Reports.

If you believe there is a violation of these Terms and you would like to report it to us, please direct the information to Sortly Support. Any reports of violations you submit to us, including your identity, may not be kept confidential. In response to your report, we may take actions in accordance with these Terms or other applicable agreements between us and the alleged violator of the Terms and may pursue other remedies available under all applicable local, state, federal or international laws, regulations, rules, orders and other requirements, now or hereafter in effect. However, we are under no obligation to respond to any reports we receive. Please note that a personal reply to reports you submit to us may not always be possible.