

**PEOPLEGRID**  
**A GRIFGRIDS MANAGEMENT APP FROM GRIF SOLUTIONS, LLC**  
**TERMS & CONDITIONS AND PRIVACY POLICY**

Thank you for selecting the GRIFGrids Services (referred to as the “Services”) offered by GRIF Solutions, LLC and/or its subsidiaries and affiliates (referred to as “GRIF”, “we”, “our”, and/or “us”). Review this Software As A Service Agreement (SaaS “Agreement”) thoroughly. This Agreement is a legal agreement between you, our customer (referred to as “Customer” and/or “you”) and GRIF; each a “Party” and collectively the “Parties”. By installing, accessing, or using the Services, you expressly agree to these terms. If you do not agree to these terms, then you may not use the Services.

**ACCESS TO THE SERVICES**

This Agreement governs your access to and use of the Services and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on or in conjunction with the Services (collectively referred to as “Content”). The Services, together with the [www.grifsolutions.com](http://www.grifsolutions.com) website and domain names and any other linked pages, features, content, applications, or application services offered from time to time by GRIF (collectively, the “Website”), are owned and operated by GRIF. Subject to the terms and conditions of this Agreement, GRIF hereby grants you a non-exclusive license to copy and install certain GRIF code on a website you own, control or operate, for the sole purpose of using the Services in connection with such websites, with no right to sublicense any GRIF code, Services, or Content and no right to use any GRIF code, Services, or Content in any other manner. GRIF may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or GRIF Content. GRIF may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. GRIF reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website, or by sending you a notice via email or postal mail. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use or continued use of the Services following such modification or notification constitutes your acceptance of the terms and conditions of this Agreement as modified. You represent and warrant to GRIF that: (i) you are of legal age to form a binding contract, and you are at least 16 years of age or older; (ii) all registration information you submit is accurate and truthful; and (iii) you will maintain the accuracy of such information. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

**FEES, PAYMENTS, AND REFUNDS**

(a) Customer’s use of the Services will result in fees due to GRIF as set forth by GRIF on the Website. The Services fees and charges may be changed by GRIF from time to time by sending

Customer notification, in electronic, paper or any other form, or by posting an updated fee schedule on the Website thirty (30) days prior to the effective date of the changes. Customer agrees that GRIF will charge the Service fees and charges each month directly to Customer's credit card, debit card, or other payment instrument or payment method authorized by Customer. Customer will be notified of any charge failure via electronic mail, invoice, or any other means available to GRIF, and agrees to pay on all amounts due within thirty (30) days of receipt of such notice that have not been disputed specifically in writing within, or prior to, that thirty-day period. Customer assumes liability for attorneys' and collection fees arising from GRIF's efforts to collect unpaid balances.

(b) Charges for the Services will be billed in advance on a monthly basis and are non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

(c) You must provide current, complete and accurate payment information. You must promptly update all payment information to keep your account current, complete and accurate (such as a change in billing address, credit card number or expiration date), and you must promptly notify GRIF if your payment method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password).

(d) Changes to such Customer information can be made inside your account dashboard under "My Account". If you fail to provide GRIF any of the foregoing information, you agree that you are responsible for fees accrued on your account. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card(s) as may be provided by your card issuer or by other means.

## **INDEMNIFICATION**

By agreeing to the terms of this Agreement, you agree to indemnify, defend, and hold harmless GRIF, our directors, officers, managing members, shareholders, employees, affiliates, licensors, and suppliers from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to (a) using the Services; (b) any Content you post, upload, use, distribute, store, or otherwise transmit through the Services; (c) violating this Agreement; or (d) violating the rights of another.

## **INTELLECTUAL PROPERTY**

This Agreement does not transfer from GRIF to you any GRIF or third-party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with GRIF. The Content, the Services and GRIF code all include copyrighted works of GRIF, and the GRIF name, the Content, and the Services and all other trademarks, service marks, graphics and logos used in connection with the Services or the Website include trademarks or registered trademarks of GRIF or GRIF's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third-parties. Your use of the Services or the Website grants

you no right or license to reproduce or otherwise use any GRIF or third-party copyrighted works, or to reproduce or otherwise use GRIF or third-party trademarks.

## **RESTRICTIONS ON USE**

By using the Services and/or the Website, you agree not to use the Website for any purpose that is unlawful under applicable law, or prohibited by the terms and conditions of this Agreement, not to create derivative works from the Website and/or the Services and/or Content, and not to represent that GRIF endorses any other business, product or service unless explicitly agreed to in writing by GRIF. You further agree that you will not use the Services or the Website in any manner that could disable or impair the Website or the Services or interfere with other's use of the Services and the Website, or to attempt to obtain any information through any means that is not intentionally made available by GRIF to users of the Services and/or the Website.

## **NO REPRESENTATION**

GRIF MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SERVICES, THE WEBSITE, OR THE CONTENT FOR ANY PARTICULAR PURPOSES. ALL INFORMATION THEREIN IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. GRIF HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES, THE WEBSITE, AND THE CONTENT, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL GRIF OR ITS REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE, THE WEBSITE AND/OR THE CONTENT.

## **LIMITATION OF LIABILITY**

In no event will GRIF, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to GRIF under this Agreement during the twelve (12) month period prior to the cause of action. GRIF shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **PRIVACY POLICY**

At GRIF we treat the privacy of our visitors with the highest importance. This Privacy Policy has been compiled to better serve those who are concerned with how their 'Personally Identifiable Information' (PII) is being used online. PII, as described in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

This policy details the measures we take to preserving and safely guarding your privacy when you visit or communicate with our Website or personnel. Please read our Privacy Policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your PII in accordance with our Services. Updates to this Privacy Policy will be made, requiring you to review this Privacy Policy from time to time.

### The Information We Collect

Operation of our Services may require collection and processing of the following data:

- Visit details to our websites or any resources used on our Website, including but not limited to, location and traffic data, weblogs or other communication information.
- Information given to us when you contact us for any reason.
- Data offered and/or entered into forms filled out on our Website, such as registration or purchase related data.

### The Way We Use Information

Primarily, we collect and store data about you to help us provide better service and products to you.

The following are exemplary purposes we may use your information for:

- Any time you request information from us via a Website form or other electronic transmission we may use your information to fulfil that request relating to our services and products. We may also communicate with you regarding other products or services you may find of interest, but only when consent has been provided by you to receive such communications.
- Contracts we make with you create a commitment which may require contact or use of your information.
- We have the right to notify you of changes to our Services Website, products or services that could affect our service to you.
- Information on products or services similar to those of an existing consumer purchase may be communicated to you. The information sent to you in a communication will be similar to the subject of a recent sale.
- We may also use your information or allow a third-party use of this data, to offer you information about unrelated products or services you may be interested in. We or third-parties can only communicate if you have consented to such communication and data use.
- New consumers can be contacted by our website or third-parties only if consent has been granted, and only for those communications you have granted.
- An opportunity for declining your consent is provided on our Website. Use this opportunity to withhold your details from us or third-parties, regarding data we may collect and distribute.

- Be aware we do not reveal identifiable information about you to our advertisers, though we may at times share statistical visitor information with our advertisers.

### Use of Cookies

Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. Cookies are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services.

We also use cookies to understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. If you prefer, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies via your Web browser settings. Like most websites, if you turn your cookies off, some of our services may not function properly.

### How We Protect Your Information

Your PII is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and who are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology. We implement a variety of security measures when a user places an order, or when a user enters, submits, or accesses their information to maintain the safety of your personal information. All transactions are processed through a gateway provider (the "Gateway") and are not stored or processed on our servers.

### Storage of Personal Data

When you click "submit" upon entering your payment details, personal information or other electronic communication, you agree to the transfer of those details and/or information for storage and processing. We take all necessary steps for security known to be in agreement with the Privacy Policy found here.

Information submitted by you is stored on secure servers, all payment and transaction details are processed and stored by the Gateway.

The transmission of data over the Internet is not guaranteed to be one-hundred percent safe or risk-free. You therefore agree to assume all risk if you elect to transmit any data to us. When offered you may create a password, but you are responsible for the security of the password and for keeping it confidential.

### Data Retention

We will retain your information for as long as your account is active or as needed to provide services to you. We will also retain and use your information as necessary to comply with our legal obligations, to resolve disputes and to enforce our agreements.

### Information Sharing

If necessary, we may share personal information to our group members including related entities such as subsidiaries, holding companies and their subsidiaries. Information is shared only when applicable.

We may disclose your personal information to third-parties as desired or required, such as in the following circumstances:

- A sale of our business or its assets, in full or part, to a third-party. To fulfill a legal obligation, judgment, or order of a court.
- To assist in reducing credit risk and fraud protection.

### Third-Party Links

Links to third-party websites may appear on our Website. These websites have their own Privacy Policies, which you hereby agree to when you click on a link to the third-party website. You should read the third-party policies. We assume no liability or responsibility for the policies, content, or services on third-party websites.

### Your Consent

By using our Services, you consent to our Privacy Policy.

### Accessing Information

You can access the information that we collect about you upon request using the Contact Us page of the Website.

### Contacting Us

If there are any questions regarding this privacy policy, you may contact us using the Contact Us page of the Website.

## **SECURITY**

We strive to prevent unauthorized access to your information, records and data; however, no storage, collection or transmission of data is guaranteed to be 100% secure.

Our system is designed, deployed and operated in accordance with industry best practices. We continue to enhance security procedures as reasonable when new technologies and procedures become available. We adjust and augment the protection and backup systems over time in response to known or anticipated security problems. Appropriate improvements and changes will be done from time to time to strengthen data security and these changes may be done without notice.

We encrypt the transmission of personal information and passwords as part of any account setup. Your internal Services administrators will be responsible for securing usernames and passwords provided to your users.

Users must not disclose their usernames and passwords to anyone. If a user forgets their password, one of your internal Services administrators will change that user's password. Once the user is able to log in again with this new password, they should change their password immediately.

Account information is secured on a firewall protected server and can only be accessed by you or your employees using proper account and password information, and authorized employees or contractors of the Services who need to have access to this data in order to fulfill their given duties.

Please remember you control what personal information, commercial records and data you provide while using the Services. Ultimately, you, through your administrator, are responsible for maintaining the secrecy of all users' identification, passwords and/or any personal information in your possession for the use of the Services.

Always be careful and responsible regarding your user's information and your account. We are not responsible for, and cannot control, the use by others of any information you or your users provide to them and you should use caution in selecting the information you provide to others through use of the Services. Similarly, we cannot assume responsibility for the content of any personal information or other information you receive from other customers through using the Services, and you release us from any and all liability in connection with the contents of any information you may receive using the Services. We cannot guarantee, or assume any responsibility for verifying, the accuracy of the information provided by any third-party. You release us from any and all liability in connection with the use of such information of other said third-parties.

## **SYSTEM UPGRADE AND MAINTENANCE**

All updates, upgrades and maintenance are included with the fees. Upgrades will occur on a regular basis with no effort required by the customer. Notifications will be made in advance of any upcoming releases, maintenance or other event that may affect the Services.

## **TERMINATION**

This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. There is no cancellation fee, but you are responsible for charges already incurred up until your cancellation, including the prepayment of the current month of service you have. GRIF is unable to issue refunds after payment is received. The Agreement terms will continue to apply until the Customer or GRIF terminates the relationship. GRIF may terminate or suspend your access to the Services or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership. GRIF may also terminate or suspend any and all Services and access to the Websites immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Services, access the Websites, and any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive

termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## **WARRANTY**

If you provide any personally identifiable information, including personally identifiable information relating to your end users, to GRIF, you represent and warrant that (i) you will comply with all applicable laws relating to the collection, use and disclosure of personally identifiable information, (ii) you have posted a privacy policy on each website on which you use the Services, which clearly and conspicuously states that (a) you use third-party service providers to provide certain services to you in connection with such website, and (b) you may disclose personally identifiable information to such third-party service providers for the sole purpose of the provision of services to you, and (iii) you have made all required notifications and obtained all required consents and authorizations from your website visitors and end user customers relating to the disclosure of personally identifiable information to a third-party service provider like GRIF.

You also warrant, represent and agree that you will not contribute any content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third-party, (ii) violates any law, statute, ordinance or regulation, (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, (iv) impersonates any person or entity, including without limitation any employee or representative of GRIF, or (v) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. GRIF reserves the right to remove any content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third-parties or authorities relating to such content or if GRIF is concerned that you may have breached the immediately preceding sentence), or for no reason at all.

## **CHOICE OF LAW**

You agree that this Agreement and Privacy Policy are governed by and shall be enforced in compliance with the laws of the state of Kansas, and that the courts of the state of Kansas shall have exclusive jurisdiction over any disputes arising from this Agreement.

## **ENTIRE AGREEMENT AND SEVERABILITY**

This Agreement is the entire agreement between you and GRIF and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable.



**ASSIGNMENT**

You cannot assign or transfer ownership of this Agreement to anyone without written approval of GRIF. However, GRIF may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by GRIF or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact GRIF via the Contact Us page of the Website.

**WAIVER**

No failure or delay by GRIF Licensor in exercising its rights or remedies shall operate as a waiver of any right or remedy under this Agreement. No partial exercise of any right or remedy of GRIF shall operate as a waiver or preclude any other, or further, exercise of that, or any other right, or remedy under this Agreement.