

## Specifi® Cloud Terms of Service

These Terms of Service (“Terms” or “Agreement”) are a contract between you (the Customer) and us (“Specifi®” or “we”). They describe the services provided when you sign up for an account with us, define aspects of our business relationship, and set forth the terms and conditions that apply to your access to and use of the websites, products, and services owned and operated by Specifi LLC. Using our Subscription Services or signing up for a Free Account/Free Plan indicates agreement with, and acceptance of, these Terms.

This is a legal contract, so if you are entering into this agreement on behalf of a company, government agency, organization, or other legal entity, you represent that you have the authority to bind such entity to these Terms. (In this case, “you” and “your” would then refer to the entity.)

We will not knowingly accept this Agreement from anyone under the age of consent, or who lacks the capacity to understand these Terms. Neither will we knowingly collect their Personal Information, as defined below.

When you accept this Agreement, you are also agreeing to our [Privacy Policy](#) and our [Acceptable Use Policy \(AUP\)](#), which form part of these Terms. These Terms, the Privacy Policy, and our AUP may be amended at any time, with or without notice or notification, so we recommend periodically reviewing them, as continued use of the Site and/or Services indicates acceptance of the latest version of each. We also suggest printing or saving a local copy of these Terms, the Privacy Policy, and the AUP for your records.

### General Terms

**Account:** An Account is created when an individual, company, or other entity, or any representative of such, signs up with a username and password. Accounts can either be free (called “Free Plans” or “Free Accounts”) or paid Subscriptions.

**Account Owner:** The person company, corporation, organization, or other entity whose name appears on the credit card that pays for the Specifi® Subscription.

**Add-On:** Client sub-accounts, users, domains, and other features we may develop in the future that you have the option of adding to your Account based on Subscription level, and usually for an additional fee.

**Aggregated Data:** Data that does not contain Personal Information and which has been manipulated or combined to provide generalized, anonymous information.

**Agreement:** These Terms of Service and any materials, contracts, conditions, or other documents referenced or linked to herein, without limitation.

**Beta Test:** May include, but is not limited to, alterations to the Services, modifications to how the Services are offered or provided, and changes to the software; usually designed to test for bugs, usability issues, or to evaluate user experience.

**Cancellation/Downgrade to Free:** Removing subscription fees and paid features from an Account.

**Claims:** An assertion of entitlement to monetary, proprietary, or other judicially-enforceable redress.

**Commercial Electronic Messages:** Emails containing newsletters, blogs, and other marketing materials.

**Commercial Partners:** A company with which Specifi® has established a professional relationship, via a partnership contract or other legally binding agreement.

**Confidential Information:** Any information marked confidential, identified as confidential at the time of disclosure, or that ought reasonably to be considered confidential, whether received in writing, visually, electronically, or orally. Confidential information includes, but is not limited to: technical information, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, procurement requirements, engineering information, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential Customers or projects, techniques, inventions, discoveries, know-how and trade secrets. "Confidential Information" also includes all such business or technical information of any Third Party that is in Specifi's possession.

**Content:** Includes but is not limited to text, images, logos, documents, HTML, Javascript, CSS, and other codes and intellectual property that are either open-source or owned by or licensed to you, and that you have added to your Account.

**Customer:** Any person, organization, or other entity that has signed up for an Specifi Account, at any level.

**Customer Goods:** Products or services owned and sold by you, our Customers.

**Feedback:** Comments received orally, in writing, or electronically, from current, past, or potential Customers. Feedback may include (but is not limited to) ideas, suggestions, concepts, processes, techniques, questions, answers, codes/scripts, and other comments related to our Services, the Site, features, Customer Support, documentation, our business, affiliates, partners, licensors, or employees.

**Hosted Site:** Any website hosted by us for you as part of the Services.

**Inactive User:** A Specifi® Account owner, on a Free Plan/Free Account, who has not logged in for 90 days or longer.

**Indemnified Parties:** Specifi®, its subsidiaries, affiliates, co-branders, licensors, all third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees, and representatives.

**Licensors:** Any company, individual, or other entity from which Specifi® has licensed the use of its hardware, software, services, or other products and intellectual property.

**Materials:** Anything provided by or through Specifi®, its affiliates, subsidiaries, employees, agents, licensors, or other commercial partners including, but not limited to, software, informational text, documentation, design of and "look and feel," layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof.

**Monitor/Monitoring:** Oversight into Customer behavior (including but not limited to how the Site and Services are being used and the Content added to Accounts), examination of traffic to specific pages, and other investigatory processes as needed, whether conducted via software/electronically or by Specifi employees.

**Page Builder:** Specifi®'s page editing platform, where your pages are constructed.

**Personal Information:** Information about an identifiable individual, as defined in Privacy Act of 1974 (Pub.L. 93–579, 88 Stat. 1896, enacted December 31, 1974, 5 U.S.C. § 552a), a United States federal law.

**Profile/Profile Information:** All information in the “Your Profile” section of the application, including, but not limited to, full name, email address, password, profile picture, newsletter features, and subscription level.

**Providing Services:** Access to and support for the Specifi® platform, including the Planning tool, Project Folder, online catalog and other features available within each Subscription/Account level.

**Sensitive Information:** Credit or debit card numbers; personal financial information; Social Security/Social Insurance Numbers; passport numbers; driver's license numbers or similar identifiers; racial or ethnic origin; religious affiliation; physical or mental health condition or information; or other employment, financial or health information, including any information subject to regulations, laws or industry standards designed to protect data privacy and security.

**Services:** The Specifi® platform/application (and all features therein), that enables you to create, publish, and share 3D kitchen designs, equipment symbols and other project files.

**Site:** The Specifi® website ([www.Specifiglobal.com](http://www.Specifiglobal.com)) and all sub domains and sub-directories therein.

**Subscription:** A Subscription to Specifi® encompasses access to paid features, and begins with a 30-day free trial.

**Subscription Period:** The thirty day period between billings.

**Third Party:** Any organization or person, other than you or Specifi®. This includes, but is not limited to: CRM/CMS systems, email marketing software, billing and shopping cart/check-out platforms, PPC conversion tracking codes, analytics and other tracking software, non-Specifi forms, file hosting/sharing platforms, and any organization or person with which you or Specifi® conducts business or integrates.

**Trial Program:** A temporary, free release of a new feature that may later be added to a Subscription for an additional fee.

**User ID:** Your Specifi® user name and password, which may include the email address under which your Account was created.

**Your Customers:** The visitors who access your project files and may or may not purchase your products or services or complete your design goal. This agreement does not apply to, or bind, any Third Party who has not signed up for an Specifi Account.

## Eligibility

You, as a user of the Site and Services represent and warrant that you are at least eighteen (18) years of age, that you have never been convicted of a felony, and that you have the right, authority, and capacity to enter into this agreement and comply with all terms and conditions of the Terms of Use. We make an effort to advertise to individuals who are at least eighteen (18) years of age or older and will not knowingly collect any information from children under the age of thirteen (13). We are not responsible for any misrepresentations related to user's age and reserve the right to terminate the account of any user whom we believe has provided false information to us or any other users.

## Your profile information and account

Your User ID is the only way to log in and access your Account. You understand and agree that you are responsible for maintaining the confidentiality of your User ID. You agree to provide true, accurate, current, and complete information about yourself, or the entity you represent, and you agree not to misrepresent your Profile Information. Specifi® is not responsible for any Profile Information that may be lost or irrecoverable through the use of the Site or Services.

For as long as you remain the Account Owner and in compliance with this Agreement, you have the right to access and use the Services. This right is non-transferable, and you agree not to disclose your User ID to any Third Party. You are solely responsible for all activities that occur within your Account. If you become aware of any unauthorized use of your Account or Profile Information, you are responsible for notifying Specifi® immediately. It is your responsibility to update or change any Account or Profile Information, as needed or desired.

Billing information can be updated from within your Account, and may only be changed by the Account Owner. Specifi® disclaims all liability where Account ownership is disputed, and will not participate or play any role in such disputes. Specifi® will automatically charge the credit card on file; should the billing information be changed, the new credit card will be charged. If an updated credit card is under a different name, the owner of the updated card becomes the Account Owner. Specifi® will not change your billing information for you, under any circumstances, and will not be held responsible if an unauthorized party accesses your Account or changes your billing details.

## Fees and renewals

You agree to pay all Subscription fees, including but not limited to: fees based on Add-Ons and all sub-accounts. Unless otherwise specified in a Subscription, such fees will be billed in advance for each month and are non-refundable. You agree that you may not be refunded or credited for partial months of service, or for periods in which your Account remains open but you do not use the Services. If you exceed any usage or fee thresholds set forth in your Subscription, we may charge you for such overages on your next invoice.

We reserve the right to modify our billing rates at any time upon thirty (30) days written notice by posting these fee changes to the Site or by notifying you via email. Should you continue to use the Services after these changes go into effect, you will be responsible for paying the new Subscription/billing rate.

By entering a credit card number, you agree that Specifi®, and our Third Party service providers, may store your payment card information. You expressly authorize us to charge you, where applicable: (i) Subscription Fees, to be billed during a Subscription Period (ii) other fees for Services purchased, including, but not limited to, Add-Ons (iii) charges for use of the Services in excess of files, projects, symbols, or other limitations, and (iv) taxes connected with your use of the Services.

You agree to reimburse us, where applicable, for all collection costs and interest for any overdue amounts. If the payment card you provide expires and you do not update your payment card information or cancel your Subscription, you authorize us to suspend your Account until your billing details have been updated. After an Account suspension, you agree that we may re-attempt payment processing upon receiving updated billing details.

## Term and renewal

Your paid Subscription is valid for a monthly Subscription Period. Your Free Account is valid until such time as you upgrade or request Account deletion (by contacting <mailto:support@specifiglobal.com> from the email address on file and requesting that we delete your Account).

If you upgrade to a higher-level Subscription during the Subscription Period, you will have immediate access to those higher level features. You agree to pay Specifi® the difference between your original Subscription fee and the cost of the upgrade.

If you downgrade to a lower-level Subscription during the Subscription Period, you will receive a credit to your Account representing the difference between your original and your downgraded Subscription costs.

Changes to Subscriptions will be reflected in your next invoice. No credits or refunds will be issued for downgrading from a paid subscription to a Free Account (cancelling).

Your Subscription will automatically renew for an additional Subscription Period unless you cancel (see “Cancellation and Termination” below).

## Cancellation and termination

You may cancel your Monthly Subscription at any time, either from within your Account or by sending an email to [support@Specifiglobal.com](mailto:support@Specifiglobal.com), from the email address affiliated with your Account. Should you contact Customer Support to request assistance with Subscription Cancellation or account deletion, Specifi® reserves the right to verify your identity by asking for the last four (4) digits of the credit card on file, the type of card, and the billing address.

To cancel over the phone, you must verify the last four (4) digits of the credit card on file, the type of card, and the billing address.

Cancellations must be completed at least one (1) day prior to the end of your then-current Subscription Period; otherwise, billing for the next month will be processed automatically. Cancellations performed after billing are not entitled to refunds, in whole or in part.

You are responsible for all charges accrued on your Account up to the time of Cancellation, including all fees within the Subscription Period in which you cancel. Upon Subscription Cancellation, you are placed on

a Free Account. Specifi may delete that Free Account from our systems, either at your request or if you are an Inactive User. Account deletion permanently removes all plan files, project files, projects and content, as well as your email address and other Personal or Sensitive Information. Specifi is not responsible for any Content lost as a result of Account deletion. 90 days after Account deletion, all Account Information, including but not limited to lead data, landing pages, Personal Information, billing details, and all Content, is permanently removed from our backup databases. We reserve the right to change our data storage and processing capabilities and procedures at any time, without notice or liability.

Specifi® reserves the right to terminate this Agreement at any time, for any reason, and at our sole discretion, without liability. A reason for such termination may be, but is not limited to, failure to comply with these Terms. Specifi® reserves the right to modify, suspend, or discontinue the Site and/or Services, or any portion thereof, at any time and for any reason, with or without notice.

The sections “Submission of Content”, “Intellectual Property Rights”, “Confidential Information”, “Third Party Sites and Content”, “Disclaimer, Exclusion, and Limitation of Liability”, “Waiver of Jury Trial and Class Action Rights”, “Limitation of Time”, and “Miscellaneous” will survive any actual or purported termination or expiry of this Agreement and continue in full force and effect.

## Acceptable use and conduct

Specifi® and our hosting and data storage provider, place certain limitations on what can be advertised, promoted, and depicted on pages built in, uploaded to, or hosted by Specifi®. These limitations are detailed in our Acceptable Use Policy (AUP). When you agree to these Terms, you are also agreeing to our AUP, found [here](#)

## Intellectual property rights

This section applies to Material and to Feedback, as defined above, and not to Customer leads or to Content.

We value Customer, user, and potential Customer/user Feedback and take it very seriously, and we may, from time to time, solicit Feedback. All Feedback is Specifi®’s exclusive property, and no provider of Feedback has a claim to any form of compensation, monetary or otherwise, in exchange for providing it.

We may, in our sole discretion, use, share, or incorporate Feedback in whatever form or derivative we may decide into the Site, our software, Services, documentation, business or other products, without limitation. We retain all rights to such Feedback on a worldwide basis in perpetuity.

All Specifi® Material, as defined in the General Terms, is owned by us or our licensors or service providers, and is protected by copyright, trademark, trade secret, and other intellectual property laws.

For as long as you adhere to this Agreement and maintain a valid Account, Specifi® grants you a non-transferable, non-sublicensable, non-exclusive, revocable, limited purpose right to access and use our Materials.

## Submission of content

You are able to add and upload Content in order to create and edit landing pages and other websites using the Services. You agree that you are solely responsible for all Content you submit, provide, or upload, including any legal or other consequences for submitting, providing, or uploading it.

You grant Specifi® a non-exclusive license to use the Content you upload in order to provide the Services to you, including, but not limited to, troubleshooting and publishing your pages. This use may include, without limitation, the right to host, index, cache, store, or otherwise format your Content.

You further agree that Specifi® may modify, add, and delete any Content added to the Services without liability, and at our sole discretion. Reasons for Content modification or deletion may include, but are not limited to: malicious or damaging software or corrupted code within the Content, violations of intellectual property law, or failure to adhere to our AUP.

You represent to Specifi that you own any Content you upload, submit, or otherwise add to your Specifi® Account, or that you have obtained any necessary licenses, rights, consents, and permissions to such Content and activity. As such, you agree that none of the aforementioned Content will in any way violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any person, business, organization, or entity.

You agree that Specifi® is not responsible for any violations of Third Party intellectual property rights in any Content that you submit, upload, or otherwise add to Specifi®. You further agree to pay all royalties, fees, and any other monies owed relating to the use of such Content.

Specifi® may request access to your Content to use for marketing purposes. You are under no obligation to grant this request, and we will not use your Content in any marketing materials without your prior permission.

## Monitoring

You agree that we may monitor the Site and Services, including without limitation, any pages created using our Services. We may, where reasonable or necessary, disclose information to satisfy our legal obligations, protect Specifi or its Customers, or operate or improve the Site or Services.

Specifi® uses tracking cookies to track visits to your pages, and page views, in order to calculate conversion rates per page and traffic usage per Account. It is your responsibility to adhere to all applicable laws within your jurisdiction regarding the disclosure of such monitoring, and Specifi® disclaims all liability in this area.

We reserve the right to monitor the security and preserve the integrity of our Site, resources, data, Materials, customer content, and intellectual property (yours, ours, and Third Parties'). By using the Services, you agree that we may, with or without prior notice or notification, for any reason, and at our sole discretion, immediately suspend your access to the Services or Site, remove and/or request that you remove pages and Content, and/or terminate this Agreement. Reasons for removing Content, projects or files, or requesting their removal, may include, but are not limited to, security threats, intellectual property violations, attempts (whether or not successful) to access unauthorized data or other Material or Content, or the presence of Content or pages that in any way violate these Terms (including the Privacy Policy and AUP) or place Specifi®, our Customers, business, affiliates, partners, or licensors at risk, as determined

solely by us. Suspension of use and access is not a breach of this Agreement by Specifi®, and your Account/Content/pages may be reinstated when the threat or risk has been remedied, at our sole discretion. Specifi® disclaims all liability for suspending the Site or Services, removing or requesting the removal of Content or pages, or terminating this Agreement, and you have no claim to any form of compensation or damages arising from such action.

## Aggregate data

You agree that Specifi® may gather and publish anonymous, Aggregate Data, based on your, your visitors', and your Customers' use of the Site or Services. This data will not incorporate any Personal Information. Where you choose to use or connect Third Party services with your Specifi content, projects or files, you agree that Specifi® may share your data with these designated Third Parties, without liability. You are fully responsible for any and all Personal Information contained in any lead data or Content, and agree to abide by all applicable laws within your jurisdiction. Specifi® does not sell information about your Customer leads to Third Parties.

## Beta test

From time to time and at our sole discretion, we may initiate Beta Tests. We may implement, run, suspend, or terminate a Beta Test at any time without notice or liability, and do not guarantee that a tested product, service, modification, upgrade, or other adjustment to the Site, Services, or means of providing the Services, will become part of the Services. We may deliver (and subsequently cease delivering) a Beta Test to all or any subset of Specifi® Account holders at our discretion without prior permission at any time. If we decide to incorporate a tested product or service into the Specifi® platform, we may adjust our prices accordingly. Specifi® accepts no liability for any consequences resulting from, or related to, your participation in a Beta Test.

## Trial program

From time to time and at our sole discretion, we may offer you the opportunity to try a new product or service for free for a limited time. Before the end of the Trial Program, you must decide whether you would like to continue using the new feature. If you purchase the trialed product or service, it will be added to your monthly invoice and billed automatically until you choose to remove the Add-On or cancel your Subscription. If you do not purchase the product or service by the end of the Trial Program, you will not be billed for it (normal Subscription rates will apply), and that feature will no longer be available to you. Any projects where the Trial Program was used will still be live, but you will be unable to create or edit those projects using that feature.

You agree to comply with any additional terms, restrictions, or limitations connected to any Trial Program. You may not sign up for multiple Accounts in order to receive additional Trial Program benefits. We may terminate or suspend a Trial Program at any time without notice or liability, and in our sole discretion, and we reserve the right to adjust pricing relative to any service or product offered through a Trial Program. We are not responsible or liable for any adverse impact caused by or connected with a Trial Program.



## Commercial platform

You have the option of using Specifi® as a commercial platform, including, but not limited to, incorporating links to purchasing pages and embedding Third Party payment processing. Specifi® does not perform any such payment processing, or have any Third Party perform it on our behalf. These transactions are entirely between you, Your Customers, and any other relevant Third Party, and we are not in any way liable or responsible for them.

Third Party payment services that you choose to link to, embed, or otherwise incorporate into your Specifi® page(s) are governed solely by the Third Party's terms of use and privacy policies. We are not responsible for actions taken by any Third Party service provider, or for changes to their terms or policies.

When using Specifi® to offer or sell products or services, you agree to comply with the following:

(a) You may not offer or sell illegal or potentially illegal Customer Goods, including, but not limited to, those that are counterfeited, stolen, or fraudulent. Customer Goods offered or sold using the Site and/or Services must comply with all applicable laws, including, without limitation, export control laws.

(b) You may not offer or sell any Customer Goods that violate our AUP. This includes, but is not limited to, products that depict or promote child pornography, are obscene or defamatory, or that violate privacy rights or intellectual property law.

(c) You may not use the images or names of any Third Party (including notable personalities or celebrities) when offering or selling Customer Goods without first obtaining that Third Party's permission.

Specifi® may remove, or request that you remove, any pages or Content that violate this section or the AUP.

## Collection of personal information

If you use the Services to collect, store, use, or disclose Sensitive or Personal Information about identifiable individuals, you agree only to do so in accordance with applicable law. You agree to take all measures to protect the privacy and legal rights of individuals whose information you collect, and to provide them with a legally sufficient privacy notice or policy. If you are provided with Sensitive or Personal Information, you must disclose that this Information is being collected and clearly explain the reason for its collection and how the Information will be used. If you store Personal or Sensitive Information, you must do so securely, and in accordance with applicable law.

YOU AGREE TO INDEMNIFY SPECIFI® AND HOLD US HARMLESS FOR ANY FAILURE TO COMPLY WITH THE FOREGOING, OR FOR ANY CLAIM MADE AGAINST SPECIFI® BY ANY THIRD PARTY RELATED TO YOUR USE OF THE SERVICES TO COLLECT, STORE, OR USE PERSONAL OR SENSITIVE INFORMATION.

## Confidential information

You agree not to disclose verbally, electronically, in writing, or in any other manner any Confidential Information that you have acquired or learned during the term of this Agreement or following the expiration or termination of this Agreement.

## Third party sites and content

You are responsible for knowing and adhering to your jurisdictional anti-spam laws. In jurisdictions where consent is required before sending email or electronic transactions to email Accounts, you are responsible for obtaining that consent.

Certain features of the Site or Services, when activated, may require that Specifi® send an email to you, Your Customers, or any other Third Party on your behalf. At present, these include the following features: “Rest Account,” “Create a New Project”, “Upload a new Project” and “Invite New User”. (These may be modified at any time, with or without notice or notification, and we reserve the right to add features that include email notification functionality.) Because you must enable or engage these features in order to use them, you are responsible for any communications that follow. You agree that Specifi® remains a disinterested third party to any such electronic communication completed using the Site and/or Services. You hereby agree to indemnify us and hold us harmless for any failure to have or obtain all necessary consents regarding the receipt of electronic communications, email, or commercial electronic messages.

You acknowledge and agree that Specifi® is not responsible or liable for any Third Party content linked to from the Site or Services. This includes but is not limited to accuracy, integrity, quality, usefulness, legality, safety, and intellectual property rights. The inclusion of such linked content in no way indicates endorsement by, or association with, Specifi®.

You agree that Specifi® is not responsible or liable for any alleged or real damages or losses incurred through the use of Third Party content, goods, or services. Your use of Third Party content is solely at your own risk.

## Specifi® marketing materials

Should you receive unwanted newsletters, blogs, articles, or other marketing initiatives and non-Account-related materials from Specifi®, you may opt-out at any time by clicking “Unsubscribe” at the bottom of these communications, or by contacting [unsubscribe@Specifi.com](mailto:unsubscribe@Specifi.com). Doing so may have a material impact on our ability to provide services to you or Your Customers, and we are not responsible for any such effects.

## Disclaimer, exclusion and limitation of liability

SPECIFI® MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, OR ACCURACY OF THE SITE, SERVICES, OR DATA MADE AVAILABLE FROM THE SERVICES. YOUR USE OF THE SITE OR SERVICES, AND ALL CONTENT, MATERIAL, AND THIRD PARTY SOFTWARE AND CONTENT ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

SPECIFI® DISCLAIMS ANY WARRANTY THAT THE SITE, THE SERVICES, OR ANY CONTENT, INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY SOFTWARE AND CONTENT, WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, SERVICES, AND SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT FROM TIME TO TIME SPECIFI MAY REMOVE THE SITE OR CEASE PROVIDING THE SERVICES FOR INDEFINITE PERIODS OF TIME WITHOUT PRIOR NOTICE OR NOTIFICATION. YOUR ACCESS TO AND USE OF THE SITE AND SERVICES MAY BE INTERRUPTED OR SUSPENDED FROM TIME TO TIME FOR ANY REASON, INCLUDING, BUT

NOT LIMITED TO, EQUIPMENT MALFUNCTIONS, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITE OR SERVICES, OR OTHER ACTIONS THAT SPECIFI®, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT ENTITLED TO DAMAGES OR ANY OTHER FORM OF COMPENSATION OR RELIEF WHEN OUTAGES, DELAYS, DOWNTIME, MALFUNCTIONS, SECURITY OR SYSTEM BREACHES, OR OTHER INTERRUPTIONS OF SERVICE OCCUR.

SPECIFI® MAKES NO GUARANTEE REGARDING: (A) THE NUMBER OF SYMBOLS, PROJECTS, OR SALES DUE TO ANY OF YOUR PROJECTS; OR (B) THE COMPATIBILITY OF ANY SOFTWARE, HARDWARE, OR CONTENT WITH THE SITE OR SERVICES. YOU ARE NOT ENTITLED TO COMPENSATION, REFUNDS, CREDITS, DAMAGES OR ANY FORM OF RELIEF SHOULD THE SITE OR SERVICES NOT MEET YOUR EXPECTATIONS.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR CONTENT IS COMPATIBLE WITH THE SITE AND/OR SERVICES. SPECIFI® DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF YOUR CONTENT BY THIRD PARTIES OR OTHER USERS OF THE SITE OR SERVICES, AND IS NOT RESPONSIBLE FOR PROTECTING YOUR CONTENT.

SPECIFI® IS NOT RESPONSIBLE FOR THE ACTS, OMISSIONS, OR FAILURES OF ANY THIRD-PARTY CONTENT, SERVICE, NETWORK, OR SOFTWARE OR HARDWARE PROVIDER, INCLUDING BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, HOSTING SERVICES USED BY SPECIFI, TELECOMMUNICATIONS PROVIDERS, CONTENT PROVIDED BY OTHER USERS, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY SPECIFI.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, SPACE PLANS AND EQUIPMENT SYMBOL FILES, IS DONE AT YOUR OWN DISCRETION AND RISK. YOU AGREE THAT YOU, SOLELY, ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE, AND/OR FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER COMMUNICATED ORALLY OR IN WRITING, FROM SPECIFI® EMPLOYEES, OR VIA THE SITE OR SERVICES, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE SITE AND SERVICES ARE OFFERED AND CONTROLLED BY SPECIFI FROM ITS FACILITIES IN THE UNITED STATES AND ITALY. SPECIFI® MAKES NO REPRESENTATIONS THAT THE SITE OR SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE OR SERVICES FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

YOU AGREE THAT NEITHER SPECIFI NOR ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, LICENSORS, EMPLOYEES OR AGENTS, WILL BE HELD LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF, FOR ANY TANGIBLE OR INTANGIBLE DAMAGES OR LOSSES ARISING FROM OR RELATING TO: THIS AGREEMENT, YOUR USE OF OR INABILITY TO USE THE SITE OR SERVICES, OR YOUR USE OF THIRD PARTY MATERIALS, CONTENT, OR SERVICES.

SPECIFI® WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, LOSSES, OR OTHER CONSEQUENCES THAT YOU MAY INCUR IN THE EVENT THAT THE SITE AND/OR SERVICES ARE MODIFIED, SUSPENDED OR DISCONTINUED.

You agree that the Indemnified Parties, are not responsible or liable for any claim, demand, loss, damage, cost, attorney fees, or other liability arising out of or relating to this Agreement, the Site, or the Services

made against you or anyone else by a Third Party. This includes, but is not limited to: (a) your use, non-use, misuse of, or connection to the Site, the Services, Consumer Goods, Content, or Personal Information; (b) your violation or alleged violation of this Agreement; and (c) your violation of any Third Party rights, including intellectual property rights.

Specifi® reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Specifi®, and you agree to cooperate with Specifi®'s defense of these Claims. You agree not to settle any matter without Specifi®'s prior written consent. Specifi® will use reasonable efforts to notify you of any such Claims upon becoming aware of them.

## Waiver of jury trial and class action rights

IN ANY DISPUTE ARISING OUT OF OR RELATED TO THE SITE, THE SERVICES, A SUBSCRIPTION AND/OR THIS AGREEMENT, YOU HEREBY EXPRESSLY GIVE UP: (I) YOUR RIGHT TO A TRIAL BY JURY; AND (II) YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INCLUDING, WITHOUT LIMITATION, CLASS ACTION LAWSUITS.

## Arbitration and governing law

These Terms of Use and any dispute between you and Specifi LLC shall be governed by the laws of the state of Illinois without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration act.

By using the Site or Services in any way, you agree that any claim or controversy arising out of the use of the Site or Services or relating to an alleged breach of the Terms of Use shall be settled exclusively by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association before a single arbitrator taking place in Chicago, Illinois. You agree to give up your right to go to court to assert or defend any claims between you and Specifi® and your right to participate in a class action or other class proceeding. Claims and controversies must be arbitrated on an individual basis and may not be consolidated with any other claims or controversies. Judgment on the arbitration award may be entered into any court having jurisdiction in Chicago, Illinois. You or Specifi® may seek any preliminary or interim relief from a court of competent jurisdiction in Chicago, Illinois that is necessary to protect the rights of property pending the completion of arbitration. Any proceeding required to enforce this arbitration agreement may be commenced in any court of competent jurisdiction. In the event that this agreement is held to be unenforceable, any litigation against Specifi may be commenced only in federal or state courts located in Chicago, Illinois and you hereby irrevocably consent to the jurisdiction of those courts for such purposes.

You agree that Specifi® may enforce this Agreement through injunctive relief and other equitable remedies, without proof of monetary damages.

If any portion of this Agreement is deemed unlawful, void, or unenforceable by any arbitrator or court of competent jurisdiction, such decision will not invalidate the Agreement as a whole. Only that portion that is unlawful, void, or unenforceable will be stricken from this Agreement.

You agree that if Specifi® does not exercise or enforce a legal right or remedy contained in the Agreement or under applicable law, this is not a waiver of Specifi®'s rights. Those rights or remedies will still be available to Specifi should we choose to exercise them.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

This Agreement replaces and supersedes any other prior or contemporaneous agreement, representation, or discussion, oral or written, and may not be changed except in writing, and signed by us.

## Limitation of time

You agree that you will not bring a claim under or relating to this Agreement more than twelve (12) months from when your claim first arose.

You may contact Specifi<sup>®</sup> by email at [support@specifiglobal.com](mailto:support@specifiglobal.com), by telephone at 1-888-850-3357, or by mail at Specifi LLC, 920 E STATE PARKWAY, UNITB, SCHAUMBURG, IL 60173, USA.