

Frame Terms of Use

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Welcome to www.framesecurity.com (together with its subdomains, Content, Marks and services, each as defined below, the "Site"). Please read the following Terms of Use (the "Agreement") carefully before using this Site so that you are aware of your legal rights and obligations with respect to Frame Inc. ("Frame", "we", "our" or "us"). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, this Agreement, together with the Privacy Policy which is hereby incorporated into this Agreement by reference (the date of such acceptance, the "Effective Date"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement, please do not access or use the Site.

1. **Background.** The Site is intended to provide you with information related to our products and services and to enable you to contact us via the Website.
2. **Modification.** We reserve the right, at our discretion, to modify this Agreement at any time. Such modification will be effective ten (10) days following posting of the revised Agreement on the Site, and your continued use of the Site thereafter means that you accept those modifications.
3. **Ability to Accept.** The Site is only intended for individuals aged eighteen (18) years or older. If you are under 18 years please do not visit or use the Site.
4. **Site Access.** For such time as this Agreement is in effect, we hereby grant you a personal, limited, non-exclusive, non-assignable, non-sublicensable, revocable right to access and use the Site solely for your own personal and non-commercial use, and provided that you comply with this Agreement. Except for the foregoing right, we do not grant you any right or licenses to any of our or a third party's Intellectual Property Rights.
5. **Restrictions.** As a condition to your right to access and use the Site, you shall not (and shall not permit or encourage any third party to) do any of the following: (a) copy or reproduce the Site; (b) sell, assign, lease, lend, rent, distribute, or make available the Site to any third party, or otherwise offer or use the Site in a time-sharing, outsourcing, or service bureau environment; (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces) of, the Site; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Site; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Site; (f) make a derivative work of the Site, or use the Site to develop any service or product that is the same as (or substantially similar to or competitive with) the Site; (g) publish or transmit any robot, virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Site; (i) take any action that imposes or may impose (at our sole discretion) an unreasonable or disproportionately large load on the Site infrastructure, or otherwise interfere (or attempt to interfere) with the integrity or proper working of the Site; (j) use the Site for competitive purposes, and/or on behalf of any person or entity that competes with the activities, services, or products offered by Frame, including but not limited to utilizing the Site to receive information, data, or insights for the development or enhancement of competing services or products; (k) engage in any activity that may excessively burden or disrupt the functioning of the Site or its supporting systems; (l) impersonate another person or entity or use a deceptive identity to mislead others about who you are or who you acting on behalf of; and/or (m) use the Site in any manner that is otherwise malicious, illegal or fraudulent; and/or (n) use the Site to infringe, misappropriate or violate any third party's Intellectual Property Rights (as defined below), or any law.
7. **Payments to Frame.** Your right to access and use the Site is currently for free, but Frame may in the future charge a fee for certain access or usage. You will not be charged for any such access or use of the Site unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Site.
8. **Linking.** We permit you to link to the Site provided that: (i) you link to (but do not replicate) any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with Frame or present any false information about us, and shall not imply in any way that we are endorsing you or any services or products, unless we have given you our express prior consent to do so; (iv) you shall not link from a website which prohibits linking to third parties; (v) the website from which you link to the Site does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any Intellectual Property Rights; and/or (vi) you, and your website, comply with this Agreement and applicable law.

9. **Intellectual Property Rights.**

- 9.1. **Content and Marks.** The content and information on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, links, interactive features, and services (collectively, the "**Content**"), and (ii) the trademarks, service marks, trade names, service names, trade dress, symbols, brands, and logos contained therein ("**Marks**"), are the property of Frame and/or its licensors and may be protected by Intellectual Property Rights laws and treaties. "Frame.io", "Frame", the Frame logo, and other marks are Marks of Frame or its affiliates. All other Marks used or appearing on the Site are the Marks of their respective owners. We reserve all rights not expressly granted in and to the Site.
- 9.2. **Use of Content.** Content on the Site is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein. In any event you wish to use, publish, copy, distribute, transmit, broadcast, display or otherwise exploit such Content, please be in touch with us at Office@framesecurity.com in order to receive our written consent.
10. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Site is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.
11. **Third Party Content.** The Site may present, or otherwise allow you to view, access, link to, and/or interact with, Content from third parties and other sources that are not owned or controlled by us (such Content, "**Third Party Content**"). The Site may also enable you to communicate with the related third parties. The display or communication to you of such Third Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by us of such Third Party Content or third party, or by such third party of us, and nor any affiliation between us and such third party. We do not assume any responsibility or liability for Third Party Content, or any third party's terms of use, privacy policies, actions, omissions, or practices. Please read the terms of use and privacy policy of any third party that you interact with before you engage in any such activity.
12. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with our privacy policy which is available at <https://www.framesecurity.com/privacy>. You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.
13. **Warranty Disclaimers.**
- 15.1. This section applies whether or not the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.
- 15.2. THE SITE (WHICH, FOR CLARITY, INCLUDES WITHOUT LIMITATION CONTENT AND MARKS) IS PROVIDED AND MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, QUALITY OF SERVICE, NON-INFRINGEMENT, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY US AND OUR LICENSORS AND SUPPLIERS. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS.
- 15.3. IN ADDITION, NEITHER FRAME NOR ITS LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE SITE; (B) THAT YOUR USE OF, OR RELIANCE UPON, THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) THAT THE SITE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE OR VIRUS-FREE, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY GOVERNMENT REGULATIONS OR STANDARDS

- 15.4. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, FRAME DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

14. **Limitation of Liability.**

- 16.1. IN NO EVENT SHALL FRAME OR ANY OF OUR LICENSORS OR SUPPLIERS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:

- (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;
- (B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS;
- (C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR
- (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

- 16.2. THE AGGREGATE LIABILITY OF FRAME UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE LOWER OF: (A) FIVE U.S. DOLLARS (US \$5), AND (B) THE AMOUNTS ACTUALLY PAID BY YOU (IF ANY) TO FRAME DURING THE **THREE (3) MONTHS** IMMEDIATELY PRECEDING THE DATE ON WHICH YOU BRING YOUR CLAIM.

- 16.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF FRAME HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT OR TORT LIABILITY.

- 16.4. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to you, such exclusions and limitations shall not apply. Furthermore, nothing in this Agreement shall be deemed to exclude or limit liability for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.

15. **Indemnity.** You agree to defend, indemnify and hold harmless Frame and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; or (ii) breach of any provision of this Agreement.

16. **Term and Termination.**

- 18.1. This Agreement commences on the Effective Date and shall continue in full force and effect until terminated in accordance herewith (the "**Term**").

- 18.1. We reserve the right to immediately terminate this Agreement, or otherwise modify, suspend or discontinue your access to and use of the Site (or any part thereof), for any reason whatsoever, at any time, and without notice or obligation to you, and you agree that Frame shall have no liability to you or any third party for any such termination, modification, suspension, or discontinuance. If you breach the terms of this Agreement, Frame reserves the right to suspend your access to the Site and its services temporarily until such breach is cured, or indefinitely if deemed to be permitted by Frame. Suspension may occur without prior notice and is at the sole discretion of Frame.

- 18.1. You may terminate this Agreement at any time and for any reason. If you object to any term or condition of this Agreement or any subsequent changes thereto, or become dissatisfied with the Site in any way, your sole remedy is to terminate this Agreement and to immediately discontinue use of the Site.

17. **Consequences of Termination and Survival.** Upon termination of this Agreement your right to access and use the Site will automatically terminate and be deemed revoke. Sections 9 (Intellectual Property Rights) through 23 (Entire Agreement) inclusive shall survive any termination of this Agreement. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

18. **Independent Contractors.** You and Frame are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Frame. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Frame.

18. **Assignment.** Frame may assign this Agreement (or any of its rights and/or obligations hereunder) without your consent, and without notice or obligation to you. This Agreement is personal to you, and you shall not assign (or in any other way transfer) this Agreement (or any of your obligations or rights hereunder) without Frame's express prior written consent. Any prohibited assignment shall be null and void.
19. **Governing Law and Place of Jurisdiction.** This Agreement (including without limitation its validity and formation) shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement and are hereby disclaimed. The competent courts of the city of New York, New York shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement.
20. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
21. **Remedies.** Except as may be expressly stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies.
22. **Waiver.** No failure or delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by you, emails will be acceptable; for waivers by Frame, the writing must be duly signed by an authorized representative of Frame), and shall be valid only in the specific instance in which given.
23. **Entire Agreement.** This Agreement represents the entire agreement between Frame and you with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between you and Frame with respect to such subject matter. You acknowledge and agree that in entering into this Agreement you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement; for example, statements and explanations in any FAQs or other marketing material on the Site (defined below) are for convenience only, and are not binding or a part of this Agreement.