

Motif Website Terms of Use

Effective: 2025-03-18

These terms of use (the “**Terms**”) are a legal contract between you (“**you**” and “**your**”) and Motif Systems, Inc. (hereinafter, “**Motif**”, “**we**”, “**our**” or “**us**”) and governs your access to, and use of, the Motif’s public facing corporate website located at Motif.com (the “**Website**”) and Content (as defined below in Section 3).

For the avoidance of doubt, these Terms do not apply to (1) Motif’s SaaS Applications or related services or the Motif Plugins, which are subject to, respectively, Motif’s Master Subscription Services Agreement and Plugin EULA accessible via Motif’s legal page located at <https://motif.io/legal> or such other written agreement entered into with Motif for the use of the SaaS Applications and/or Plugins, or (2) any other services and/or products provided by Motif unless the use of such other services and/or products are expressly subject to these Terms (for example, through an authorized link at the time you obtain such services). The use of any the Motif SaaS Applications, Motif Plugins, and/or related or other services and/or products referenced above shall be subject to the applicable agreement entered into between you and Motif for the applicable service(s).

PLEASE BE ADVISED THAT MOTIF DOES NOT PROVIDE WARRANTIES FOR THE WEBSITE AND/OR CONTENT AND THESE TERMS LIMIT OUR LIABILITY TO YOU. PLEASE SEE SECTIONS 9 AND 10 FOR FURTHER INFORMATION.

BY ACCESSING AND/OR USING THE WEBSITE AND/OR CONTENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE WEBSITE OR ANY INFORMATION CONTAINED ON THE WEBSITE.

1. CHANGES TO THE WEBSITE AND CONTENT; MODIFICATION OF THESE TERMS

Motif may make changes to, and/or discontinue or suspend, the Website and/or Content at any time without notice. You agree that Motif will not be liable to you or to any third party for any changes, suspension or discontinuance of the Website and/or Content (or any part thereof).

Motif reserves the right to change and/or modify these Terms at any time. The revised Terms will be posted on our Website and will be effective as of the day they are posted as indicated by the “Effective” or “Last Updated” date above. If we make any material changes to these Terms, we will notify you by posting a conspicuous notice of the changes on the Website. It is your responsibility to regularly visit and review these Terms. If you do not accept the revised Terms, your sole remedy shall be to cease using the Website and Content. If you continue using the Website and/or Content after the effective date of any revised version of these Terms, you will be deemed to have accepted the revised Terms.

2. PRIVACY AND PERSONAL INFORMATION

For information about Motif’s data protection practices, please read Motif’s Privacy Notice accessible via Motif’s legal page located at <https://motif.io/legal>.

If you provide us with any personally identifiable information, you acknowledge, agree, and consent to the processing and use of such personally identifiable information by Motif in accordance with our Privacy Notice, or as required by law.

3. ACCESS AND USE OF WEBSITE AND CONTENT; COMMUNICATIONS

Access and Use of Website and Content

Subject to your compliance with these Terms, Motif grants you a limited, revocable, nonexclusive right to access and use the Website and Content solely for your own personal non-commercial use.

Motif and its licensors retain all right, title and interest in and to the Website, including, without limitation, any and all text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Website (collectively, the “**Content**”). All Motif trademarks are strictly owned by Motif, and nothing in these Terms will be construed to transfer ownership rights or grant any permission, license, or other rights to any Motif trademark without written authorization from Motif. The names of actual companies and products mentioned within the Website and/or Content may be the trademarks of their respective owners. Motif reserves all rights and licenses not expressly granted to you in these Terms and no implied license is granted by Motif. The Content and Website, and its underlying technology, are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. You agree not to remove, change, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Website and/or any Content.

Electronic Communications

By providing Motif with an email address (e.g., by submitting a contact form or sending us an email), you consent to receiving electronic communications from Motif, including communications sent via email or notifications posted on our Website. These electronic communications may include information about Motif’s products or services, Motif newsletters, events or webinars hosted by Motif, and other marketing and promotional communications. To stop receiving, or opt-out of, promotional email communications from Motif click on the “unsubscribe” link or follow the relevant opt-out instructions within the marketing communication. **You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.**

4. PROHIBITED USE

As a condition of your use of the Website and Content, you warrant to Motif that you will not use the Website and/or Content for any purpose that is unlawful or prohibited by these Terms. Specifically, you are not allowed to (directly or indirectly): (i) resell or otherwise make commercial use of the Website and/or Content; (ii) collect or use any images, descriptions, or other content included in the Website and/or Content, or any portion thereof; (iii) copy, imitate, distribute, publicly perform, or publicly display Website and/or Content; (iv) modify or otherwise make any derivative uses of the Website and/or Content, or any portion thereof; (v) use data mining, robots, or similar data gathering or extraction methods on the Website; (vi) perform, or release or disclose the results of, any benchmark testing or vulnerability assessments of the Website; (vii) introduce into the Website any viruses, trojan horses, malware, spyware, adware or other disruptive software, or any software code, which is designed to disrupt, damage, or perform unauthorized actions on a computer system; (viii) remove or alter any proprietary notices or labels on or in the Website and/or Content; (ix) use the Website and/or Content to directly or indirectly develop any product or service that competes with the Website; (x) download (other than page caching) any portion of the Website and/or Content or any information contained therein, except as expressly permitted on the Website; or (xi) use the Website and/or Content other than as expressly permitted in these Terms.

You may not use the Website and/or Content in any manner (a) that would violate any applicable laws, rules or regulations, or (b) which could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Website and/or Content. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website, including, but not limited to, data mining, robots, or similar data gathering and extraction tools.

5. FEEDBACK

Motif shall be entitled to unrestricted use of any and all comments, suggestions, ideas, notes, drawings, concepts, problems, or other information with respect to the Website and/or Content disclosed or offered by you to us (collectively, “**Feedback**”). We may use the Feedback for any and all purposes whatsoever, commercial or otherwise, without any payment or other obligation to you or any other person involved with the creation of the Feedback.

6. TERMINATION

Motif reserves the right, in its sole discretion, to terminate and/or suspend your access to the Website and/or Content or any portion thereof at any time, for any reason, without notice.

7. LINKS TO THIRD PARTY WEBSITES

The Website may contain links to other third party websites which are not controlled or owned by Motif (“**Linked Websites**”). If you decide to access and use such Linked Websites, be advised that your use is governed solely by the terms and conditions of such Linked Websites, and Motif does not endorse, is not responsible for, and makes no representations as to such Linked Websites, their content, or the manner in which they handle your data. Motif is not liable for any damage or loss caused or alleged to be caused by or in connection with your access or use of any such Linked Websites, or your reliance on the privacy practices or other policies of such Linked Websites.

8. AVAILABILITY OF THE WEBSITE

Motif makes no claims regarding the availability or right to access or use of the Website and/or Content outside of the United States. Motif may restrict access to the Website and/or Content, or portions thereof, in certain countries in its sole discretion, and the Website and/or Content may not be available or accessible in all languages. If you use or access the Website and/or Content outside of the United States, you are responsible for compliance with the laws and regulations of your jurisdiction with respect to your use of the Website and/or Content in your country of residence.

9. DISCLAIMER

THE WEBSITE AND CONTENT (AND ALL PARTS THEREOF), AND ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE THROUGH THE WEBSITE, ARE PROVIDED “AS IS” AND “AS AVAILABLE”. MOTIF AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY PURPOSE, ACCURACY, OR NON-INFRINGEMENT.

MOTIF AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS DO NOT WARRANT OR MAKE ANY GUARANTEE THAT WEBSITE AND/OR CONTENT (OR ANY PART THEREOF), OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE THROUGH THE WEBSITE: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER, OR MOBILE DEVICE, OR ANY THIRD PARTY WEBSITES; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MOTIF OR ANY THIRD PARTY, SHALL CREATE ANY WARRANTY.

MOTIF DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY LINKED WEBSITES ACCESSIBLE THROUGH THE WEBSITE AND/OR CONTENT, AND MOTIF WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THE THIRD-PARTY OPERATORS OF SUCH LINKED WEBSITES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE AND/OR CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MOTIF BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, OR FOR ANY DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE AND/OR CONTENT, WITH

THE DELAY OR INABILITY TO USE THE WEBSITE AND/OR CONTENT, OR FOR ANY INFORMATION OBTAINED THROUGH THE WEBSITE AND/OR CONTENT, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE AND/OR CONTENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MOTIF HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT SHALL MOTIF'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THESE TERMS OR THE ACCESS, USE OF, OR INABILITY TO ACCESS OR USE THE WEBSITE AND/OR CONTENT (OR ANY PART THEREOF), AND/OR ANY OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE THROUGH THE WEBSITE, EXCEED ONE HUNDRED DOLLARS (\$100.00). MOTIF DISCLAIMS ALL LIABILITY OF ANY KIND OF MOTIF'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS.

11. APPLICATION OF DISCLAIMERS AND LIMITATIONS

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE DISCLAIMERS OF CERTAIN WARRANTIES AND/OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES, THE ABOVE DISCLAIMERS AND LIMITATIONS SET FORTH IN SECTIONS 9 AND 10 MAY NOT APPLY TO YOU. IN SUCH EVENT, THE LIABILITY OF MOTIF AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS FOR SUCH DAMAGES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

12. INDEMNIFICATION

You agree that you are solely responsible for (and that Motif has no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences (including any loss or damage which Motif may suffer) of any such breach. Except as prohibited by law, you will hold Motif and its officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with these Terms, including without limitation any claim for personal injury or property damage, arising from (i) your use of and access to the Website and/or Content; and (ii) your violation of any of these Terms. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. This defense and indemnification obligation will survive these Terms and your use of the Website and/or Content.

13. GOVERNING LAW AND VENUE

These Terms shall be governed by, construed and enforced in accordance with, the laws of the State of California, without reference to its choice of law rules to the contrary. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in San Francisco County, California, in connection with any action arising out of or in connection with these Terms. Notwithstanding anything to the contrary herein, Motif may seek injunctive or other appropriate relief in any court with competent jurisdiction in any country, in the event of any actual or alleged violation of Motif's intellectual and proprietary rights.

14. GENERAL

Entire Agreement

These Terms constitute the entire agreement between you and Motif, and supersede all prior oral or written agreements or communications with regard to the subject matter described herein. Neither the rights nor the obligations arising under these Terms are assignable by you, and any such attempted assignment or transfer shall be void and without effect. The official text of these Terms (and any notice submitted hereunder) will be in English. The parties acknowledge that they require that these Terms be drawn up in the English language only. In the event of any dispute concerning the construction or meaning of these Terms, reference will be made only to these Terms as written in English and not to any translation into another language.

Waiver

You agree that if Motif does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Motif has the benefit of under any applicable law), this will not be taken to be a formal waiver of Motif's rights and that those rights or remedies will still be available to Motif. No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

Severability

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of the Terms, which will remain in full force and effect.

15. QUESTIONS: If you have any questions regarding these Terms, please send an email to Legal.Inquiry@motif.io.