

ABSTRACT
USER TERMS OF SERVICE

Last Modified: Wednesday, November 8, 2017

These User Terms of Service (the **“User Terms”**) describe your rights and responsibilities when using our mobile and/or web-based software platform and related services (the **“Services”**).

These User Terms are a legally binding contract between you and us. As part of these User Terms, you agree to comply with the most recent version of our Acceptable Use Policy [<https://www.goabstract.com/legal/aup.pdf>], which is incorporated by reference into these User Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the Acceptable Use Policy [<https://www.goabstract.com/legal/aup.pdf>], you confirm that you have read, understand and agree to be bound by the User Terms and the Acceptable Use Policy [<https://www.goabstract.com/legal/aup.pdf>]. **“We”**, **“our”**, and **“us”** refer to Elastic Projects, Inc. (or its successors or assigns).

Please read these terms carefully to ensure you understand each provision. These Customer Terms contain a jury trial waiver provision.

Capitalized terms not defined in these User Terms have the meanings given them in the Customer Terms of Service [<https://www.goabstract.com/legal/customer-tos.pdf>].

1. Relationship between Us, Customer and You

A business entity or other organization or other third party that we refer to in these User Terms as **“Customer”** has invited you to an organization. If you are joining one of your employer’s organizations, for example, Customer is your employer.

Customer has separately agreed to our Customer Terms of Service [<https://www.goabstract.com/legal/customer-tos.pdf>] or entered into a written agreement with us that permitted Customer to create and configure an organization so that you and others could join. Each invitee granted access to the Services, including you, is an authorized user (**“Authorized User”**). The Agreement contains our commitment to deliver the Services to Customer, who may then invite Authorized Users to join its team(s). When an Authorized User (including, you) submits Customer Data to us via the Services, you acknowledge and agree that the Customer Data is owned by Customer and the Agreement provides Customer with many choices and control over that Customer Data. For example, Customer provision or deprovision access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer, assign, or consolidate organizations, and so on, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER’S RESPONSIBILITY TO (A) INFORM AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES; AND (C) RESPOND TO AND RESOLVE ANY DISPUTE WITH AN AUTHORIZED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER’S FAILURE TO FULFILL THESE OBLIGATIONS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS.

2. General Provisions

The Services are not intended for and should not be used by anyone under the age of thirteen. You represent that you are over the age of 13 and are the intended recipient of Customer’s invitation to the Services. You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true.

You are responsible for all content you submit through the Services. You agree not to submit any content through the Services that includes personal information or “personal health information,” as defined in 45 CFR §160.103, that is regulated by federal or state privacy laws, including but not limited to, the Gramm-Leach-Bliley Act (GLBA), Health Information Technology for Economic and Clinical Health Act (HiTECH), Family Educational Rights and Privacy Act of 1974 (FERPA), Children’s Online Privacy Protection Act (COPPA), and the Health Insurance Portability and Accountability Act (HIPAA), or that contains information that you would consider to be sensitive, such as your social security number or other identity number, credit or debit card numbers, bank account numbers or

other financial information, or any other information deemed to be personal or confidential in nature. We do not make any representations that our data security measures are adequate to protect such data.

To help ensure a safe and productive work environment, all Authorized Users must comply with our Acceptable Use Policy [<https://www.goabstract.com/legal/aup.pdf>] and remain vigilant in reporting inappropriate behavior or content to Customer and us.

These User Terms remain effective until Customer's subscription for you expires or terminates, or your access to the Services has been terminated by Customer or us. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms or the Acceptable Use Policy [<https://www.goabstract.com/legal/aup.pdf>].

3. Limitation of Liability

If we believe that there is a violation of the Agreement, User Terms, the Acceptable Use Policy, or any of our other policies that can simply be remedied by Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE AGREEMENT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

4. General Provisions

4.1. Email Communications

Except as otherwise set forth herein, all notices under the User Terms will be by email, although we may instead choose to provide notice to Authorized Users through the Services. Notices to us must be sent to support@goabstract.com, except for legal notices, which must be sent to legal@goabstract.com. Notices will be deemed to have been duly given (a) the business day after it is sent, in the case of notices through email; and (b) the same business day, in the case of notices through the Services. Notices under the Agreement will be delivered solely to Customer in accordance with the terms of that agreement.

4.2. Privacy Policy

Please review our Privacy Policy [<https://www.goabstract.com/legal/privacy.pdf>] for more information on how we collect and use data relating to the use and performance of our websites and products, including personal information provided by Customer or its Authorized Users.

4.3. Modifications

We may change these User Terms or the Acceptable Use Policy [<https://www.goabstract.com/legal/aup.pdf>]. If we make a material change to the User Terms or the Acceptable Use Policy [<https://www.goabstract.com/legal/aup.pdf>], we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of the User Terms at any time by visiting this page, and by visiting the following for the most current versions of the other pages that are referenced in these User Terms: Acceptable Use Policy [<https://www.goabstract.com/legal/aup.pdf>] and Privacy Policy [<https://www.goabstract.com/legal/privacy.pdf>]. Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

4.4. Waivers

No failure or delay by either party in exercising any right under the User Terms, including the Acceptable Use Policy

[\[https://www.goabstract.com/legal/aup.pdf\]](https://www.goabstract.com/legal/aup.pdf), will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

4.5. Severability

The User Terms, including the Acceptable Use Policy [\[https://www.goabstract.com/legal/aup.pdf\]](https://www.goabstract.com/legal/aup.pdf), will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

4.6. Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, including the Acceptable Use Policy [\[https://www.goabstract.com/legal/aup.pdf\]](https://www.goabstract.com/legal/aup.pdf), whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

4.7. Governing Law

The Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

4.8. Venue; Waiver of Jury Trial; Fees

The state and federal courts located in San Francisco County, California will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these User Terms, including the Acceptable Use Policy [\[https://www.goabstract.com/legal/aup.pdf\]](https://www.goabstract.com/legal/aup.pdf), or their formation as a contract between us or their enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. *Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the User Terms.* In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

4.9. Entire Agreement

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Agreement and the User Terms, the terms of the Agreement will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy [\[https://www.goabstract.com/legal/privacy.pdf\]](https://www.goabstract.com/legal/privacy.pdf)). Customer will be responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

4.10. Survival

Any section of the Agreement that, by its terms or its nature, should survive the termination or expiration of the Agreement shall so survive.

4.11. Contacting Us

Please also feel free to contact us if you have any questions about the Customer Terms or any other part of the Agreement. You may contact us at info@goabstract.com or at our mailing address set forth in Section 5 of the Customer Terms of Service [\[https://www.goabstract.com/legal/customer-tos.pdf\]](https://www.goabstract.com/legal/customer-tos.pdf).

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.