

Terms of Service

Your registration and use of these Services constitutes acceptance of these terms. These Terms of Service impose legal obligations on you, therefore it is important that you read them carefully.

1. Definitions, as used in these Terms of Service

"Interzoid" means Interzoid Inc, 388 Market Street, Suite 1300, San Francisco, California 94111, United States of America. This also includes references to "We", "Our", or "Us" in the Terms of Service.

"Services" means individually, collectively, and in their entirety the Web site, APIs, applications, interfaces, infrastructure, algorithms, and data delivered through or as part of the Interzoid product offerings and technology.

"You" or "Your" means the user of the Services, or if you are accessing and using the Services on behalf of an entity, you represent and warrant that you have the full right, power, and authority to bind that entity to the Terms of Service, and by accepting these Terms of Service, you are doing so on behalf of that entity, and all references to "You" or "Your" in the Terms of Service mean that entity. You agree that your acceptance of these Terms of Service will not breach or cause conflict with any other agreement of Terms of Service to which you are bound. If you are not of legal age to form a binding contract with Interzoid, you may not use the Services.

2. Limitations of Use

You acknowledge that any use of the Services, other than as explicitly permitted by these Terms of Service, is prohibited. You will not: (a) reverse engineer, disassemble, or otherwise attempt to derive or extract the source code of the Services; (b) sublicense a Service for use by a third party, including creating a product offering substantially the same as the Services and offering for use by third parties; (c) scrape, store, build databases, lease, transfer, license, or offer or resell any data obtained through the Services in any form; (d) perform any action with the intent of introducing any items of a destructive nature to the Services or Interzoid, including but not limited to viruses, worms, and malware; (e) perform, promote, or facilitate any illegal activities, and You agree you will only use Services as permitted by law, including abiding by all applicable local, state, national, and international laws and regulations, including but not limited to privacy, defamation, data transmission, and intellectual property laws; (f) use the Services for any activity where the use or failure of the Services could lead to death, personal injury, property damage or environmental damage.

3. No Implied Rights

There are no implied licenses under these Terms of Service, and You acknowledge and agree that, subject to the license grants contained in this Agreement, Interzoid retains all rights not expressly granted to You.

4. Confidentiality and Passwords

You agree that you will use commercially reasonable efforts to keep all credentials, including passwords and license keys used with and to access the Services, confidential and agree they will not be shared with any third party, including but not limited to open source software projects, demonstration or example code, or otherwise made publicly available by You. You are solely responsible and bear all liability, including but not limited to financial liability, for use of Your credentials and any activities on Your account. You agree to immediately notify Interzoid of any unauthorized use of Your credentials or account, or any other breach of security known to You.

5. Use of Services

5.1 You may use the Services, on a non-exclusive basis, solely to: a) develop internal applications that use the Services to improve business processes, improve quality of information assets, improve efficiencies, and otherwise provide internal value to Your normal course of business; b) use Services as needed to develop software applications, Websites, mobile applications, and other applications made available to Your third-party end-users pursuant to these Terms of Service.

5.2 The features, functions, interfaces, data structures and behavior of the Services may change over time. You agree that it is your responsibility to ensure that calls or request to the Services are compatible to our then-current Services.

6. Warranty Disclaimer

Interzoid does not guarantee the accuracy, authenticity, completeness, timeliness, consistency, or reliability of the Services or any data or information retrieved through use of the Services. You agree that all risk associated with the use of, or reliance on, any of the data or information accessed through the Services rests with You. You further agree that Interzoid shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with Your use of, or reliance on, any of the Services.

WE HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES, DATA OR SOFTWARE. THE SERVICES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT SUCH DISCLAIMER

CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

7. Limitations of Liability

INTERZOID WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE, OR ANY DAMAGES RESULTING FROM ANY INTERRUPTION OR DISRUPTION IN COMMUNICATIONS OR SERVICES, UNAVAILABILITY OR INOPERABILITY OF SERVICES, TECHNICAL MALFUNCTION, LOST DATA, INACCURATE DATA, OR LOST PROFITS, EVEN IF INTERZOID KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF OR COULD HAVE REASONABLY PREVENTED SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF INTERZOID UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED \$100 (ONE HUNDRED DOLLARS). INTERZOID DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM YOUR USE OF SERVICES.

8. Indemnification

You will defend, indemnify, and hold harmless Interzoid, its respective officers, directors, employees, agents, contractors, affiliates, users, shareholders and permitted successors and assigns, from and against any third party claims arising out of or resulting from any of Your acts or omissions related to Your use of the Services, those acting on Your behalf, or any of Your end users, including all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding.

9. Beta Period

YOU MAY HAVE THE OPTION OR CHOOSE TO PARTICIPATE IN AND USE SERVICES IN A "BETA PERIOD". DURING THE BETA PERIOD THE SERVICES MAY CONTAIN A SIGNIFICANT NUMBER OF BUGS, ERRORS, INACCURACIES, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY, WE ARE PROVIDING THE SERVICES DURING THE BETA PERIOD TO YOU "AS IS." WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE BETA SERVICES, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR DOWNTIME.

10. Data Use and Monitoring

You agree that Interzoid may monitor use of the Services, including the collection, storage, and analysis of any and all usage data, to ensure quality, improve the Services, and to generally improve the business of Interzoid. You will not interfere with this monitoring technically or otherwise, and You agree that We may suspend access to the Services if You are in violation of these Terms of Service.

11. Publicity

Neither party will issue a press release or other public announcement relating to these Terms of Service without the permission of the other party. Interzoid may at its own discretion include You, Your name, Your logo, Your product names, Your trademarks, and Your service marks as part of any public or private customer lists, in addition to depictions, screenshots, videos, demonstrations, or other content of your use of the Services, for promotional or marketing purposes, unless otherwise notified by You in writing not to do so per section 15 of these Terms of Service.

12. Competition

You agree that these Terms of Service are non-exclusive, and that Interzoid may develop products or services that compete with You and Your products and services.

13. Governing Law

The Terms of Service will be governed by and interpreted according to the laws of the State of California without regard to conflicts of laws and principles that would cause laws of another jurisdiction to apply. Any legal suit, action or proceeding arising out of or related to these Terms of Service or the Services shall be instituted in either the state or federal courts of San Francisco, California, and You and We each consent to the personal jurisdiction of these courts.

14. Term

The term of these Terms of Services is indefinite and each section will survive the cancellation of Your account or the severing of your relationship with Interzoid. These Terms of Service are assignable and survive any acquisition or change in entity control of either Interzoid or You.

15. Notices

Any notices or communications under these Terms of Service shall be by electronic mail or in writing and deemed delivered upon receipt to the party to whom such communication is directed. If to Interzoid, such notices shall be delivered to the email address legal@interzoid.com or in

writing to the the current physical address available on the Interzoid public Web site. You agree to provide accurate, current contact information to Interzoid and ensure that Interzoid is notified of any changes to Your electronic mail address or physical address.

16. Revisions to Terms of Service

We may revise these Terms of Service from time to time solely at our discretion, including modifying, adding, or removing any terms or conditions of these Terms of Service at any time. If modifications, additions, or deletions occur, the revised Terms of Service will supersede prior versions. Unless we say otherwise, revisions will be effective upon the effective date indicated at the top of the revised Terms of Service, and the new Terms of Service will be published on the Interzoid Website thirty (30) days prior to the effective date. Your continued access or use of the Services constitutes Your acceptance of any revisions. If You do not agree to the revisions, stop using the Services and the Interzoid Website.