

Arpio Terms of Service

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Overview

This website (<https://arpio.io>) and the Arpio application (<https://app.arpio.io>) are operated by Carica Labs, LLC, a North Carolina limited liability company doing business as Arpio. Throughout this document, the terms “we”, “us” and “our” refer to Arpio. Arpio offers this website (including all subpages) and the Arpio application (together our “Sites”), including all information, tools and services available from these Sites to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated in these Terms of Service.

By visiting our Sites and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (our “Terms of Service”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of our Sites, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our Sites. By accessing or using any part of the Sites, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of these Terms of Service, then you may not access the Sites or use our Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. These Terms of Use are in addition to any terms, conditions, representations, warranties, and covenants in any other written agreement between you and us.

Any new features or products which are added to our Sites shall also be subject to these Terms of Service. You can review the most current version of our Terms of Service at any time on this page, <https://arpio.io/terms-of-service>. We reserve the right to update, change or replace all or any of our Terms of Service at any time by posting updates and/or changes to our Sites. It is your responsibility to check this page periodically for changes. Your continued use of or access to our Sites following the posting of any changes constitutes your acceptance of those changes.

Personal Information

Our collection and handling of personal information is governed by our Privacy Policy. To view our Privacy Policy, visit <https://arpio.io/privacy-policy>.

Provision of Service

Subject to your payment of applicable fees, Arpio will provide you with access to the Service. The Service includes the standard, currently available features and functionality applicable to the Service, and any new features that augment or enhance such Service, excluding any new modules that we market and sell as a separate product. We will provide the Service and may update the content, functionality, and user interface of the Service from time to time, provided that such updates shall not materially reduce or degrade the features or functions of the Service. Unless otherwise specified in a separate written agreement between you and us, the Service is purchased on a subscription basis. By purchasing a subscription, you have a non-exclusive, non-sublicensable, and nontransferable right to access and use the Service and Sites during your subscription period, solely for your internal business purposes. Arpio reserves all rights not expressly granted hereunder.

You are responsible for all aspects of your computing environment, including but not limited to the selection, maintenance and operation of your computer systems and the software executing on such computer systems, as well as your networking systems, internal networking connections and connection to the Internet. You are also responsible for complying with any minimum browser and system requirements published by us from time to time for accessing the Service, which may include restrictions on web browsers, versions of web browsers or supported security and encryption protocols, among other things.

You understand that your information (excluding payment information such as credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. We use commercially reasonable steps to encrypt credit card information during transfer over networks.

Usage

You may not use our Sites or Service for any illegal or unauthorized purpose nor may you, in the use of the Sites or Service, violate any laws in your jurisdiction (including but not limited to copyright laws). In addition to other prohibitions as set forth in our Terms of Service, you are prohibited from using the Service, our Sites or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial, state, municipal or local regulations, rules, laws or ordinances; (d) to sublicense, sell, transfer assign, distribute or otherwise commercially exploit for the benefit of yourself or any third party our Service; (e) to modify or create derivative works based on the Service or Sites; (f) to reverse engineer or access the Service or Sites in order to build a product or service using features, functions or graphics similar to the Service or Sites; (g) to copy any features, functions or graphics of the Service or Sites; (h) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (i) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (j) to submit false or misleading information; (k) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service, Sites, any related website, other websites, or the Internet; (l) to collect or track the personal information of

others; (m) to spam, phish, pharm, pretext, spider, crawl, or scrape; (n) for any obscene or immoral purpose; or (o) to interfere with or circumvent the security features of the Service, Sites any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of these prohibited uses.

A breach or violation of any of our Terms of Service will result in an immediate termination of your right to use our Services with no refund of any fees or other amounts that you have paid to us.

Responsibility for Your Users

You represent and warrant that each person who accesses the Service through your account (each, a “User”) is your authorized agent. You will be responsible and liable for the acts and omissions of all Users in connection with your use of the Sites and Service (such that any act or omission committed by a User that would, if committed by you, be deemed a breach of this Agreement, will be deemed a breach hereof, regardless of whether or not a User has separately agreed to these Terms of Service), as well as any and all access to and use of the Service by any User or any other person logging in under a User ID registered under your account or providing and/or receiving information through the Service. You acknowledge that your access information, including User IDs and passwords of your Users, will be your “key” to the Service and, accordingly, you will be responsible for maintaining the confidentiality of such access information (including each User ID and password). You will: (i) notify us immediately if you become aware of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to us immediately and use reasonable efforts to stop immediately any copying or distribution of our Service that is known or suspected by you or your Users; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service.

Pricing and Payment

Our pricing is set forth at <https://aws.amazon.com/marketplace/pp/B07X7KR17Z>. The Service is billed in advance on a monthly, annual or other basis and is non-refundable. There will be no refunds or credits for partial periods of service, or refunds for periods that you do not use. Amazon will charge you for the usage of their web services per your agreement with them – <https://aws.amazon.com/terms/>, when you registered for an Amazon Web Services account. You are solely responsible for properly canceling your Arpio subscription. An email request to cancel your subscription is not considered cancellation. You can cancel your Arpio subscription at any time through the AWS Marketplace. If you cancel your Arpio subscription before the end of your current paid up term, your cancellation will take effect at the end of your current paid up term and you will not be charged again.

Intellectual Property Rights

As between Arpio and you, Arpio owns and will continue to own all right, title and interest in, to and under the Service, the Sites and all related software, equipment, data and technology including all intellectual property rights related thereto. As between Arpio and you, you will own all right, title and interest in, to and under your software, equipment, data and technology.

We may use any feedback regarding any suggested improvements to the Service for any purpose, including without limitation to modify, supplement, or improve the Service without payment or compensation to you.

You grant us a revocable, limited, non-exclusive, non-transferable right and license to display and use your name and logo on our web site and in our other marketing materials solely for the purpose of publicizing the fact that you are our client and that you obtain Services from us. You may revoke and cancel this limited license at any time upon no less than ten days advance notice by sending us an email at info@arpio.io.

Services

We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of Services that we offer. All descriptions of Services, including pricing descriptions, are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Service at any time. Any offer for any product or Service made on our Sites is void where prohibited.

Third-Party Links

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on our Sites may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of these websites and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Errors, Inaccuracies, and Omissions

Occasionally there may be information on our Sites or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct

any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

DISCLAIMER OF WARRANTIES

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DURABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

YOU ACKNOWLEDGE AND AGREE THAT YOUR PURCHASES HEREUNDER ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES NOR DEPENDENT ON ANY STATEMENTS MADE BY US REGARDING FUTURE FUNCTIONALITY OR FEATURES.

Limitation of Liability

To the greatest extent permitted by law, in no case shall Arpio, our managers, officers, employees, members, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Service or any

products procured using the Service, or for any other claim related in any way to your use of the Service including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the Service. Our total cumulative liability arising in connection with the Services, whether in contract, tort (including negligence), strict liability or otherwise, shall in no event exceed the amount received by or payable to us by you during the 12 months preceding the alleged liability. The limitations set forth in this section shall apply even if we have been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Indemnification

You agree to indemnify, defend and hold harmless Arpio and our subsidiaries, affiliates, partners, officers, managers, members, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent arising out of or in connection with a claim arising from the breach of these Terms of Service by you or your Users, or your violation of any law or the rights of any third-party.

Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

These Terms of Services will remain in effect (i) with respect to a browser or other party who has not paid to access our Services until such party stops using our Sites, or (ii) with respect to a party who has subscribed to use our Services, for so long as such party continues to pay subscription fees on a timely basis. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we may terminate your right to use our Services at any time without notice and you will remain liable for all amounts due up to and including the date of termination.

Entire Agreement

These Terms of Service, together with any other written agreement between us and you, and any policies or operating rules posted by us on our Sites constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or

contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of North Carolina. Any claims arising out of or in connection with these Terms of Service or our provision of the Services to you will be subject to the exclusive jurisdiction of the state and federal courts in Durham County, North Carolina; each party irrevocably submits to the personal jurisdiction and venue of, and agrees to service of process issued or authorized by, any such court in any such action or proceeding. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement.

Assignment

You will not assign or transfer any rights or obligations under these Terms of Service, whether voluntary, by operation of law or otherwise, without our prior written consent. We or any of our successors may assign these Terms of Service or our right to payments under these Terms of Service. Any attempted assignment or transfer made in violation of the terms hereof will be null and void. Subject to the foregoing, an assignment will be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

General

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence. We reserve the right to refuse service to anyone for any reason at any time. Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Designation of Agent

Pursuant to 17 U.S.C. §512(c), notice is hereby given that the person identified below is designated as our agent for receiving complaints concerning our Sites, including for purposes of receiving notification of any claims of intellectual property infringement: Doug Neumann, 201 Main St, Durham, NC 27701, info@arpio.io

Contact Information

Questions about the Terms of Service should be sent to us at info@arpio.io