

Chromata Terms of Use

Last Updated: [September 10th, 2018]

Welcome, and thank you for your interest in Chromata Corporation (“**Chromata**,” “**we**,” or “**us**”) and our website at chromata.xyz (the “**Site**”). These Terms of Use are a legally binding contract between you and Chromata regarding your use of the Site. Please read the following terms carefully before using the Site. ***By using the Site, you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions, including the Chromata Privacy Policy <http://chromata.xyz/privacy.pdf> (together, the “Terms”). If you are not eligible, or you do not agree to the Terms, then you do not have our permission to use the Site.***

Eligibility

You must be at least 18 years of age to use the Site. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; and (b) your use of the Site is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

Changes to the Terms

We may periodically make changes to these Terms. When we do, we will update the “Last Updated” date above. It is your responsibility to review the most recent version of these Terms and remain informed of any changes. You agree that your continued use of the Site after the effective date of any changes will constitute your acceptance of the changed Terms for your continued use. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

Changes to the Site

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Site without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

Limited License

Subject to these Terms, Chromata grants you a limited, revocable license to access and use the Site solely for non-commercial purposes to learn more about Chromata products and services. No other use of the Site is authorized.

Restrictions

You must comply with all applicable laws when using the Site. Except as may be expressly permitted by applicable law or expressly permitted by us in writing, you will not, and will not permit anyone else to: (a) store, copy, modify, distribute, or resell any information or material available on the Site (“**Site Content**”) or compile or collect any Site Content as part of a database or other work; (b) use any automated tool (e.g.,

robots, spiders) to use the Site or store, copy, modify, distribute, or resell any Site Content; (c) rent, lease, or sublicense your access to the Site; (d) use the Site or Site Content for any purpose except for your own personal use; (e) circumvent or disable any digital rights management, usage rules, or other security features of the Site; (f) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Site; (g) use the Site in a manner that threatens the integrity, performance, or availability of the Site; or (h) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Site or Site Content.

Ownership

The Site is owned and operated by Chromata Corporation. We or our licensors retain all right, title, and interest in and to the Site and Site Content and any trademarks, logos, or service marks displayed on the Site or in Site Content (“**Marks**”). The Site, Site Content, and Marks are protected by applicable intellectual property laws and international treaties. Except as expressly authorized by Chromata, you may not make use of the Site, Site Content, and Marks.

Privacy Policy

Please read the Chromata Privacy Policy chromata.xyz/privacy.pdf carefully for information relating to our collection, use, storage, disclosure of your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

Links and Third Party Content

The Site may contain links to third party products, services, and websites. We exercise no control over the third party products, services, and websites and we are not responsible for their performance, do not endorse them, and are not responsible or liable for any content, advertising, or other materials available through the third party products, services, and websites. We are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods or services available through the third party products, services, and websites.

Additionally, if you follow a link or otherwise navigate away from the Site, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third party websites to which you navigate to from the Site.

Feedback

Chromata may provide you with a mechanism to provide feedback, suggestions, and ideas about the Site or us (“**Feedback**”). You agree that we may, in our sole discretion, use the Feedback you provide in any way, including in future modifications to the Site, our products, or services. You hereby grant us an unrestricted, perpetual, worldwide, fully transferable, irrevocable, royalty-free right to exploit the Feedback in any manner for any purpose.

Disclaimer of Warranties

YOUR USE OF THE SITE AND SITE CONTENT IS AT YOUR SOLE RISK. THE SITE AND SITE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. CHROMATA EXPRESSLY DISCLAIMS ALL WARRANTIES

OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SITE OR SITE CONTENT, AND YOU RELY ON THE SITE AND SITE CONTENT AT YOUR OWN RISK. ANY MATERIAL OBTAINED THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CHROMATA OR THROUGH OR FROM THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. HOWEVER, CHROMATA DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT CHROMATA IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

Limitation of Liability

CHROMATA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CHROMATA HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SITE AND SITE CONTENT. UNDER NO CIRCUMSTANCES WILL CHROMATA'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR SITE CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED \$50. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Indemnity

You will indemnify and hold Chromata, and affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, and liability caused by your use of the Site or Site Content, your violation of these Terms, or your violation of any rights of a third party through use of the Site or Site Content. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

General Terms

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Chromata regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any

provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

Legal Notices

These Terms are governed by the laws of the state of Washington without regard to conflict of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms or your use of the Site will lie in the state and federal courts located in King County, Washington, and you irrevocably agree to submit to the jurisdiction of such courts. The failure of Chromata to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by Chromata in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

Contacting Chromata

If you have any questions or concerns about the Site or these Terms, you may contact us by email at support@chromata.xyz.