

## **Wasabi Technologies Website Terms of Use**

### **Introduction**

Last revised June 1, 2021

This Wasabi Technologies Website Terms of Use (“Terms of Use”) is a binding legal contract between you and Wasabi Technologies LLC (“Wasabi”). Wasabi reserves the right to remove, modify, change or amend this Website, and any service or material provided on or through the Website (such as the Wasabi data storage platform, referred to as the “Wasabi Service”), in Wasabi’s sole discretion and without notice. Wasabi will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, Wasabi may restrict access to some parts of the Website, or the entire Website, to visitors and users, including registered users of the Wasabi Service.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR ANY OTHER WEBSITES (WHETHER OPERATED BY WASABI OR ANY THIRD PARTY), AS WELL AS ALL CONTENT, SERVICES, INFORMATION, AND ANY PORTIONS THEREOF (COLLECTIVELY, THE “SITE”) MADE AVAILABLE BY WASABI, ITS AFFILIATES, OR ITS AGENTS IN ANY WAY, INCLUDING USING THE WASABI SERVICE AND/OR OTHER RESOURCES AVAILABLE OR ENABLED VIA THE SITE, OR COMPLETING ANY REGISTRATION PROCESS, AND/OR BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE, AND (B) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH WASABI. IF YOU DO NOT AGREE TO THESE TERMS YOU ARE NOT AUTHORIZED TO AND YOU MAY NOT USE THE SITE. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU USE OR REGISTER ON THE SITE.

### **The Site and Online Conduct**

Portions of this Site may allow visitors and users to communicate or share information with Wasabi or others. You may use the Site only for lawful purposes and in accordance with these Terms of Use. When using this Site, you understand and agree that:

- You will only use this Site as intended, and will not use this Site in any way that violates any applicable federal, state, local or international law or regulation;
- You will not disrupt, interfere, infect, or alter (or attempt to do any of the foregoing) the Site in any way;
- While using any forums or other social networking tools, you will conduct yourself appropriately and communicate with other users professionally and respectfully;
- You may not obstruct, remove, or otherwise alter any proprietary rights, compliance, or other notices that may be provided with the content or services on the Site;
- You will ensure all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them; and
- Wasabi may, at any time and for any reason, terminate or block your access to this Site, or remove or alter the Site (or any portion thereof).
- You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libelous, obscene, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any

remedies that Wasabi may have at law or in equity, if Wasabi determines, in its sole discretion, that you have violated or are likely to violate the foregoing prohibitions, Wasabi may take any action it deems necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from this Site. Wasabi will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing Wasabi to disclose the identity of anyone posting such materials.

You may create an online user profile consisting of a username, password, and other information that you provide. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. Any personal information you provide will be subject to Wasabi's Privacy Policy (found here [www.wasabi.com/legal/privacy-policy](http://www.wasabi.com/legal/privacy-policy)), and you consent to all actions Wasabi takes with respect to your information consistent with Wasabi's Privacy Policy.

You understand and agree that you are solely responsible for maintaining the privacy and security of your usernames and passwords, and for any activity associated with your online user profile. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. In the event that your username and password are compromised or you are aware of any unauthorized activity being conducted with your user credentials, you agree to immediately notify Wasabi.

Creating or maintaining any link from another website to any page on this Site without our prior written permission is prohibited. Running or displaying this Site or any information or material displayed on this Site in frames or through similar means on another website without Wasabi's prior written permission is prohibited.

The inclusion of any products or services on this Site at a particular time does not imply or warrant that these products or services will be available for purchase at any time.

### **Intellectual Property**

You understand and agree that Wasabi or its licensors holds all right, title, and interest to the Site and all intellectual property, material, content, features, or services provided through the Site, and the design, selection and arrangement thereof. The foregoing applies regardless of (i) the form of intellectual property, (ii) how it was provided to you, or (iii) your geolocation.

You understand and agree that you may only use the content available on this Site as provided to you through the Site, unless otherwise expressly provided by Wasabi. You may not copy, modify, create derivative works from, distribute, reverse engineer, alter, or decompile any content or intellectual property contained in or provided through this Site without Wasabi's prior written consent. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of these Terms, your right to use the Site will cease immediately and you must, at Wasabi's option, return or destroy any copies of the materials you have made. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms and may violate copyright, trademark and other laws.

Wasabi maintains trademarks, service marks, logos, domain names, and other branding material for its organization, products, and services, and has a strong interest in

maintaining the integrity of its intellectual property and brand. You understand and agree that you will not use any Wasabi trade or service mark, whether or not such marks are registered, without the prior written consent of Wasabi.

### **Privacy**

The protection of your information privacy and security is important to Wasabi. Please review Wasabi's Privacy Policy (found here [www.wasabi.com/legal/privacy-policy](http://www.wasabi.com/legal/privacy-policy)) to better understand how we collect, protect, and use your information. Additionally, Wasabi may collect and use information about general use of this Site to improve your experience, and better provide products and services. This may involve the use of cookies, which may be disabled through your Web browser.

### **Links to Third-Party Sites**

This Site may contain links to third-party sites, including some operated by our business partners or clients. All such links are provided solely as a convenience to you. If you use these links, you may leave this Site. You understand and agree that Wasabi has no control over these third-party sites, and that Wasabi is not liable for any damages, losses, or expenses that you may incur while using third-party sites. If you decide to access any of the third party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. You further understand and agree that any links, references, logos, or news relating to third parties does not constitute an endorsement of, an advertisement for, or partnership with any such third party. These sites, services, and content may be subject to additional or modified terms and conditions.

### **User-Provided Content**

While using the Site, you may be asked to and may provide to feedback, commentary, information, or other content (collectively, "User-Provided Content") to Wasabi and other users. Any User-Provided Content you provide to Wasabi will be considered non-confidential and non-proprietary. You grant to Wasabi a worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, display, and distribute any User-Provided Content provided through this Site for any or all commercial or non-commercial purposes, and acknowledge and warrant that you have the right and authority to provide such license to Wasabi. You understand and acknowledge that you are responsible for any User-Provided Content you submit or contribute, and you, not Wasabi, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. Wasabi is not responsible, or liable to any third party, for the content or accuracy of any User-Provided Content posted by you or any other user of the Site. Wasabi has the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. Wasabi further retains the right to remove any or all User-Provided Content that includes any material Wasabi deems inappropriate or unacceptable.

Wasabi may, but is not obligated to, monitor or review any User-Provided Content. Wasabi will have no obligation to use, return, review, or respond to any User-Provided Content.

### **Feedback**

Except where expressly provided otherwise by Wasabi, all comments, feedback, information or materials submitted to Wasabi through or in association with this Site

("Feedback") shall be considered non-confidential and Wasabi's property. By providing such Feedback to Wasabi, you agree to assign to Wasabi, at no charge, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Feedback. Wasabi shall be free to use and/or disseminate such Feedback on an unrestricted basis for any purpose.

#### **Exclusion of Warranties for Your Use of the Site**

You understand that Wasabi cannot and does not guarantee or warrant that files available for downloading from the internet or this Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Site for any reconstruction of any loss data. WASABI WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

WASABI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. THE INFORMATION PRESENTED ON OR THROUGH THE SITE IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. USE OF THIS SITE IS AT YOUR SOLE RISK. THIS SITE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WASABI DOES NOT WARRANT AND MAKES NO REPRESENTATIONS THAT THIS SITE (OR ANY PORTION THEREOF) WILL MEET YOUR NEEDS OR EXPECTATIONS; WILL BE UNINTERRUPTED, SECURE, OR FREE FROM ERROR; OR WILL INFORMATION THAT IS CURRENT, ACCURATE, OR SHOULD BE RELIED UPON. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Without limiting the foregoing, any warranties, representations, indemnities or limitations of liabilities related to the Wasabi Services are provided in the Customer Agreement and the Storage Platform Terms of Use and Acceptable Use Policy.

#### **Limitations of Liability**

IN NO EVENT WILL WASABI, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, PERSONNEL, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES INCURRED BY YOU, UNDER ANY THEORY OF LIABILITY AND HOWEVER IT MAY BE CAUSED, EVEN IF FORESEEABLE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF GOODWILL OR REPUTATIONAL HARM, DATA LOSS, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR HARM CAUSED BY INACCURACY OF THE DATA OR SERVICES PROVIDED (OR YOUR RELIANCE ON SUCH DATA OR SERVICES),

CHANGES TO THE SITE, PERMANENT REMOVAL OF CONTENT FROM THE SITE (INCLUDING USER-PROVIDED CONTENT), OR BREACHES OF THESE TERMS BY YOU. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IN THE EVENT OF ANY PROBLEM WITH YOUR USE OF THE SITE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS SITE.

### **Indemnification**

You agree to defend, indemnify and hold harmless Wasabi, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User-Provided Content, any use of the Site's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

### **Export Control**

You acknowledge and agree that the materials, information and content ("Materials") made available on or through the Site subject to the U.S. Export Administration Laws and Regulations. Use or diversion of such Materials contrary to U.S. or other applicable law is prohibited. You certify that you are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. You agree to comply strictly with all applicable export laws and regulations and assume sole responsibility for obtaining licenses to export or re-export as may be required.

### **Changes to these Terms**

Wasabi may, from time to time, change these Terms of Use with or without notice to you. It is your responsibility to review the most current version of these Terms of Use prior to use of the Site. All changes are effective immediately when posted and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes.

### **General Legal Terms**

These Terms of Use and your use of this Site are subject by the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions. Any dispute arising from or related to these terms may only be brought in the courts located in Suffolk County, Massachusetts. Although you may access this Site in other states or countries, your use of this Site still subjects you to the exclusive jurisdiction of these courts. These Terms of Use are provided to you in any language other than English are for your convenience only; the English-language version will govern use of this Site.

Wasabi may occasionally provide you notices about changes to this Site, including the services and content provided in it. Such notices may be provided via email, standard mail, or through the Site.

You also understand and agree no waiver of by Wasabi of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Wasabi or any

Wasabi affiliate to enforce their rights under these Terms or at law will not be considered a waiver of such rights.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

These Terms of Use and the Wasabi Privacy Policy constitute the entire agreement between you and Wasabi regarding your access and use of the Site, and may be modified or changed only upon separate written agreement provided by Wasabi. These Terms of Use supersede any previous terms, conditions, or agreements of the parties regarding the use of the Site. All other feedback, comments, requests for technical support and other communications relating to the Site should be directed to [info@wasabi.com](mailto:info@wasabi.com).

**Copyright**

©2019 Wasabi Technologies LLC. All rights reserved. WASABI and the WASABI Logo are trademarks of Wasabi Technologies LLC. All other brand names mentioned herein are for identification purposes only and may be the trademarks of their respective holder(s). Failure of a mark to appear on this Site does not mean that Wasabi does not use the mark, nor does it mean that it is not actively used or is not significant. Nothing contained on this Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Site without the written permission of Wasabi or such other owner.