



CV Riser: Terms and Conditions Agreement

Please read our Terms and Conditions ("Terms", "Agreement") carefully before using www.cvriser.com ("website", "websites", "service") operated by CV Riser ("us", "we", "our").

Creation/update date: 2020-05-22.

THIS TERMS AND CONDITIONS AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF CV RISER'S SOFTWARE AS A SERVICE. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. THIS AGREEMENT IS ACCEPTED BY CLICKING A BOX INDICATING ACCEPTANCE. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. CV Riser's direct competitors are prohibited from accessing the Services, except with CV Riser's prior written consent. This Agreement is effective between Customer and CV Riser as of the date of Customer's accepting this Agreement.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Account" means the personal and untransmissible personal registration and login account, composed by username and password chosen at will, which the Customer creates in order to use CV Riser's website.

"Agreement" means this Terms and Conditions Agreement.

"Content" means information obtained by CV Riser from publicly available sources or its third-party content providers and made available to Customer through the Services.

"Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that

company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"Customer Data" means electronic data and information submitted by or for Customer to the Services.

"Documentation" means the applicable Service's Trust and Compliance documentation.

"Free Services" means Services that CV Riser makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order Form" means an online order specifying the Services to be provided hereunder that is entered into between Customer and CV Riser, including any addenda and supplements thereto.

"Purchased Services" means Services that Customer or Customer's Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

"Services" means the CV Riser's software-as-service Curriculum Vitae analysis software and programs, made available online by CV Riser through its site at <https://www.cvriser.com/>.

"User" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription and to whom Customer has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer.

2. CV RISER'S RESPONSIBILITIES

2.1 Provision of Purchased Services.

CV Riser will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable CV Riser standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which CV Riser shall give advanced electronic notice), and (ii) any unavailability caused by circumstances beyond CV Riser's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving CV Riser's employees), Internet service provider failure or delay, or denial

of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to CV Riser's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data.

CV Riser will not be the owner of the Curricula Vitae the Customer inserts in order to use CV Riser's software and programs. All CVs shall be kept by CV Riser in its servers in order to permit analysis of these files to the Customer. CV Riser cannot use the Curricula Vitae imported by Customer for means other than the ones specified in "Proprietary rights and licenses" section. The Customer is the only owner of the data and can delete at any time the files inserted in CV Riser's servers, which deletion shall be DEFINITIVE, as CV Riser does not become owner of the files, as they are just shared with CV Riser. CV Riser will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). Customer Data includes personal data. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by CV Riser, its Processor Binding Corporate Rules, the EU-US and/or Swiss-US Privacy Shield, and/or the Standard Contractual Clauses shall apply. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. After effective date of termination or expiration of this Agreement CV Riser will have no obligation to maintain or provide any Customer Data, and will thereafter delete or destroy all of Customer Data in its systems, unless legally prohibited.

2.3 Free Trial.

If Customer registers on CV Riser's website for a free trial, CV Riser will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period of 7 (seven) days for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Services, or (c) termination by CV Riser in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Information regarding purchase of service will only be requested by CV Riser after the term of the free-trial period or the start date of any Purchased Service subscriptions ordered by Customer for such Services.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL MIGHT BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL. DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND CV RISER SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD. WITHOUT LIMITING THE FOREGOING, CV RISER DOES NOT WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO CV RISER FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER. CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

2.4 Free Services.

CV Riser may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Customer agrees that CV Riser, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that CV Riser will not be liable to Customer or any third party for such termination.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY CV RISER" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND CV RISER SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD. WITHOUT LIMITING THE FOREGOING, CV RISER DOES NOT WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO CV RISER FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE FREE SERVICES, ANY BREACH BY

CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions.

Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable online purchasing portal, counting after the term of the 7 days free-trial. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by CV Riser regarding future functionality or features.

3.2 Usage Limits.

Services and Content are subject to the usage limit of 10 000 (ten thousand) Curricula Vitae per Customer's folder (each Customer can own/use one folder to insert CVs). If Customer exceeds a contractual usage limit, CV Riser may work with Customer to seek to reduce Customer's current number of files so that it conforms to that limit. If, notwithstanding CV Riser's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon CV Riser's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.3 Customer Responsibilities.

Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-CV Riser Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify CV Riser promptly of any such unauthorized access or use, and (d) use Services and Content only in accordance with this Agreement, Documentation, the acceptable good uses as according to law, Order Forms and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Customer or Users that in CV Riser's judgment threatens the security, integrity or availability of CV Riser's services, may result in CV Riser's immediate suspension of the Services, however CV Riser will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4 Usage Restrictions.

Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than

Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation and fully knowing that Customer's accounts in CV Riser's website are personal and untransmissible, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use CV Riser's Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of CV Riser's intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.5 Removal of Content.

If Customer receives notice that Content or applications regarding CV Riser must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in CV Riser's judgment continued violation is likely to reoccur, CV Riser may disable the applicable Content, Service and/or application. If requested by CV Riser, Customer shall confirm such deletion and discontinuance of use in writing and CV Riser shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if CV Riser is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, CV Riser may discontinue Customer's access to Content through the Services.

4. FEES AND PAYMENT

4.1 Fees.

Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions

purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

4.2 Invoicing and Payment.

Customer will provide CV Riser with valid and updated billing information and debit/credit card information, or with a valid purchase order or alternative document reasonably acceptable to CV Riser. If Customer provides debit/credit card information to CV Riser, Customer authorizes CV Riser to charge such card for all Purchased Services listed in the Order Form for the initial subscription term and any automatic renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a debit/credit card, CV Riser will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due monthly or annually from the first invoice date. Customer is responsible for providing complete and accurate billing and contact information to CV Riser and notifying CV Riser of any changes to such information.

4.3 Overdue Charges.

If any invoiced amount is not received by CV Riser by the due date, then without limiting CV Riser's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) CV Riser may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section.

4.4 Suspension of Service and Acceleration.

If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 15 or more days overdue in the case of amounts Customer has authorized CV Riser to charge to Customer's debit/credit card), CV Riser may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by debit/credit card or direct debit whose payment has been declined, CV Riser will give Customer at least 15 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

4.5 Payment Disputes.

CV Riser will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable

charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

4.6 Taxes.

Since we are a company based in Portugal, we follow the EU jurisdiction. There are a few possible scenarios: (a) if the Customer paying the invoice is based in Portugal, the final amount the Customer will pay will contain the value added tax (VAT) discriminated, (b) if the Customer is a company properly registered in the EU tax register, we will not add any tax discrimination on the invoice and the Customer is responsible for any tax payment (according with the COUNCIL DIRECTIVE 2006/112/EC), (c) if the Customer is based on the EU but is not a valid EU company, the Portuguese VAT will be discriminated on the invoice, (d) if the Customer is not based on the EU, we will not add any tax discrimination on the invoice.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 Reservation of Rights.

Subject to the limited rights expressly granted hereunder, CV Riser reserves all of its rights, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Access to and Use of Content.

Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

5.3 License by Customer to CV Riser.

Customer grants CV Riser license to copy, use and display any Customer Data and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for CV Riser to provide and ensure proper operation and development of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non- CV Riser Application with a Service, Customer grants CV Riser permission to allow the Non- CV Riser Application and its provider to access Customer Data and information about Customer's usage of the Non- CV Riser Application as appropriate for the interoperation of that Non- CV Riser Application with the Service. Subject to the limited licenses granted herein, CV Riser acquires no right, title or interest from Customer under this Agreement in or to any Customer Data, Non- CV Riser Application or such program code.

5.4 License by Customer to Use Feedback.

Customer grants to CV Riser irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction

or other feedback provided by Customer or Users relating to the operation of CV Riser's services.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information.

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of CV Riser includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms. Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional CV Riser services.

6.2 Protection of Confidential Information.

As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, CV Riser may disclose the terms of this Agreement and any applicable Order Form to a subcontractor to the extent necessary

to perform CV Riser's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

6.3 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1 Representations.

Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2 CV Riser Warranties.

CV Riser warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) CV Riser will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and CV Riser will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

7.3 Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

8. MUTUAL LIABILITY.

If CV Riser receives information about an infringement or misappropriation claim related to a Service made against CV Riser or Customer, for (a) infringement or

misappropriation of such third party's intellectual property rights, or arising from Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, CV Riser may in its discretion (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching CV Riser's warranties under "CV Riser Warranties" above, or (ii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions.

CV Riser is not responsible for any illegal or use contrary to the prescriptions of this Agreement, the Documentation, or Order Form by the Customer.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

9.2 Exclusion of Consequential and Related Damages.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

10.2 Term of Purchased Subscriptions.

The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order

Form, renewal of promotional or one-time priced subscriptions will be at CV Riser's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

10.3 Termination.

10.3.1

This Agreement may be terminated with no cause at all times (1) by CV Riser, upon 3 (three) months prior written notice to the other party, in which case if an annual purchase was made by the Customer, the amount in correlation to the remaining months until the term of the annual purchase shall be refunded, or (2) by the Customer, if not interested in continuing to use the product and therefore cancels the subscription before the next payment day.

10.3.2

Any party may terminate this Agreement for cause (i) upon 30 days prior written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination.

If this Agreement is terminated by Customer in accordance with the "Termination – 10.3.2" section above, CV Riser will not refund Customer any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by CV Riser in accordance with the "Termination - 10.3.2" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to CV Riser for the period prior to the effective date of termination.

If this Agreement is terminated by Customer in accordance with the "Termination – 10.3.1" section above until the next payment day term, Customer will not pay any more fees covering the remainder of the term of all Order Forms.

10.5 Surviving Provisions.

The sections titled "Free Services," "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Liability," "Refund or Payment upon Termination," "Removal of Content and Non- CV Riser Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as CV Riser retains possession of Customer Data.

11. GENERAL PROVISIONS

11.1 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between CV Riser and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

11.2 Relationship of the Parties.

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

11.3 Third-Party Beneficiaries.

There are no third-party beneficiaries under this Agreement.

11.4 Waiver.

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

11.5 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

11.6 Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, CV Riser will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Manner of Giving Notice.

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the third business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the contact designated by Customer when the account was created.

11.8 Agreement to Governing Law and Jurisdiction.

The parties agree that the Portuguese courts shall have exclusive jurisdiction to any conflict arising from this Agreement.

Contact us

If you have any questions about this Terms and Conditions Agreement, you can contact us at hi@cviser.com.