



Pinto Manager Terms of Use

Client:			Agreement Number:
Corporate Street Address:			Effective Date:
City:	State:	Zip:	
Country:			
Contact Name:			
Contact Email:			

These Pinto Manager Terms of Use are made as of the Effective Date above between Client identified above ("Client") and SPINS LLC doing business as its wholly owned subsidiary Pinto Data Intelligence LLC. ("Pinto"). The Pinto Manager Terms of Use, together with any documents, annexes, or Exhibits incorporated by reference herein (collectively, these "Terms"), govern Client's access to and use of the software, APIs, mobile applications, websites, and other online services provided by or offered by Pinto (collectively, the "Services"). In the event there is a conflict or inconsistency between these terms of use and any Exhibit, the Exhibit shall govern as to the extent of such conflict or inconsistency.

Client accepts and agrees to be legally bound and abide by these Terms, as well as all other operating rules, policies, and procedures that may be published from time to time on or through any Service, each of which is incorporated by reference and each of which may be updated from time to time without notice to Client.

1. Grant of License and Restrictions on Use.

- a. Grant of License. Subject to the terms and conditions of these Terms, Pinto grants Client a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use (i.e., to access, download, install, stream, and display locally) the Services and Content (as defined below) solely for purposes of collecting, reviewing, inputting, and analyzing product data and content into Pinto's systems (the "Permitted Use"). Use, reproduction, modification, distribution, or storage of any Services or Content for any other purposes is expressly prohibited without prior written permission from Pinto. Client shall not sell, license, rent, or otherwise use or exploit any Services or Content for any non-Permitted Use or in any way that violates any third party right. Pinto also reserves the right to suspend or terminate this grant and Client's use of the Services and/or Content for any or no reason at any time, with or without notice to Client.
- b. Registration. Client may be asked, or elect, to register for certain activities in connection with the Services by creating a user profile. When Client registers, Client agrees to provide accurate, current, and complete information about Client as requested or directed on the Services and to promptly update this information to maintain its accuracy. Pinto has the right to suspend or terminate any account or other registration and to refuse all current or future use of the Services in Pinto's sole discretion, including, without limitation, if Pinto suspects that such information is inaccurate or incomplete. Client is responsible for maintaining the confidentiality of any password and username that Client is given or selects in connection with the Services, and Client is responsible for all activities that occur under Client's password or account, whether or not authorized by Client.
- c. Compliance with Law. The Services are provided in and from the United States and their use shall be governed in accordance with the laws of the United States and are solely for use in the United States. If Client uses or accesses the Services from locations outside of the territorial jurisdiction of the United States, Client does so at Client's own risk, and Client is responsible for compliance with any and all applicable United States and foreign government laws and regulations. Client will not use or access the Services from jurisdictions where any content or features that are available on or through the Services are illegal. Client will not access or use the Services if:
 - i. Client is presently located in a country that is subject to U.S. Government sanctions or embargos, or that has been designated by the U.S. Government as a "terrorist supporting" country; and/or
 - ii. (ii) If Client or a related party is or later becomes subject to any U.S. Government or foreign country's list of prohibited, restricted, or sanctioned parties.
- d. Restrictions. Client may not (and may not permit any third party to) access or use, or attempt to access or use, the Services or Content to take any action that could harm Pinto or any third party, or interfere with the operation of the

Services, nor may Client use the Services in a manner that violates any applicable laws, rules or regulations. Without limiting the foregoing, Client agrees not to use any Service or Content:

- i. In any way that violates any applicable federal, state, local, or international law or regulation; including, but not limited to, in any way that infringes any intellectual property, right of publicity, or other right of any third party;
 - ii. In any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by Pinto in Pinto's sole discretion;
 - iii. To submit any information or Content Client knows, or has reason to know, is false, misleading, untruthful, or inaccurate;
 - iv. To misrepresent, impersonate or attempt to impersonate Pinto, a Pinto employee, another user, or any other person or entity, or the origin of any information Client provides (including, without limitation, by using e-mail addresses associated with any of the foregoing);
 - v. To transmit, or procure the sending of, any unsolicited advertising or promotional material, including any "junk mail," "chain letter," "spam" or any other similar solicitation;
 - vi. To obtain or attempt to gain unauthorized access to any computer system, network, data, identification, password, or other information, financial, health-related, or otherwise, of Pinto's or of any third party, nor to bypass, circumvent or attempt to bypass or circumvent any measures Pinto may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected directly or indirectly to the Services);
 - vii. To engage in unauthorized spidering, scraping, crawling, or harvesting of Content or information, or use any other unauthorized automated, or manual, means to compile any Content or information from the Services;
 - viii. To upload or otherwise transmit any communication, software, or material that contains a virus or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of the Services or obtain unauthorized access to any system, data, password, Content or other information of Pinto's or of any third party, or is otherwise harmful to Pinto's or third party computers or systems; To use any device, software, or routine imposing an unreasonable or disproportionately large load on Pinto's network (as determined by Pinto in Pinto's sole discretion), to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system, network, or infrastructure;
 - ix. To copy, rent, lease, or distribute the Services; modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services; nor reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof; or
 - x. To engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in Pinto's sole judgment, exposes Pinto or any of Pinto's users, affiliates, or any other third party to any liability, damages, or detriment of any type. Violations of system or network security and certain other conduct may result in civil or criminal liability. Pinto may investigate and work with law enforcement authorities to prosecute users who violate these Terms.
- e. No Ownership by Client; Reservation of Rights. Subject to any separate written agreement between Client and Pinto with respect to the Content or any elements thereof, Client acknowledges and agrees that the Services and Content are provided under license, and not sold, to Client, and that as between Client and Pinto, Pinto and its licensors and service providers own all rights in the Services and Content. Client does not acquire any ownership interest in the Services or Content under these Terms, or any other rights thereto other than to use the Services or Pinto Content in accordance with the license granted, and subject to all terms, conditions, and restrictions under these Terms. Pinto and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Services and Pinto Content, including all intellectual property rights therein or relating thereto. Further, the Services and Pinto Content contain intellectual property owned by third parties, and all third party product names/brand names and content are trademarks or other intellectual property rights of their respective owners.

2. Content.

- a. General. For purposes of these Terms, "Content" includes, without limitation, any content, information, data and databases, text, photographs, images, drawings, written posts and comments, software, scripts, graphics, trademarks, logos, and indicia, provided, or otherwise made accessible on or through the Services. Client acknowledges and

agrees that Pinto may remove, modify, or disable access to any Content for any reason in Pinto's sole discretion, including without limitation any Content that Pinto determines is or may be misleading, inaccurate, outdated, fraudulent, disparaging, discriminatory, hateful, harassing, promoting of violence or unlawful conduct, constitutes unlawful or misleading endorsements or solicitations, or otherwise inappropriate.

- b. Product Content. Client represents that all Content that Client provides is, to the best of Client's knowledge, true, accurate, complete, up-to-date, and in compliance with all applicable laws, rules, and regulations. If Client knows, or has reason to believe, that any Content is inaccurate or incomplete in any way, Client must promptly, if Client has authorized access to do so, correct such Content and, if Client does not have authorized access, inform Pinto.
- c. Content Client. By submitting or transmitting Content to Pinto or to or through the Services ("Client Content"), subject to any separate written agreement between Client and Pinto with respect to the Content or any elements thereof, Client grants Pinto a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable (through multiple levels) and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the Client Content in connection with the Services and Pinto's and Pinto's customers' businesses, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third-party websites and services), and including after termination of these Terms with respect to Client and/or termination of Client's access to, or use of, the Services. Client also grants each user of the Services a non-exclusive, perpetual license to access Client's Content through the Services to use, edit, modify, reproduce, distribute, prepare derivative works of, display, and perform such Content, including after termination of Client's access to the Services, for Personal Use. For clarity, the foregoing license granted to Pinto and Pinto's users does not affect Client's other ownership or license rights in Client's Content, including the right to grant additional licenses to Client's Content, unless otherwise agreed in writing. Client represents and warrants that Client has all rights to grant such licenses to Pinto without infringing, violating, or misappropriating any third party rights, including without limitation, any intellectual property, privacy, publicity, or other proprietary rights.
- d. Availability of Content. Pinto does not guarantee that any Content will be made available on or through the Services. Pinto reserves the right to, but does not have any obligation, to (i) remove, edit or modify any Content in Pinto's sole discretion, at any time, without notice to Client and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Pinto is concerned that Client may have violated these Terms), or for no reason at all and (ii) to remove or block any Content from the Services.
- e. Copyright Claims. If Client is a copyright owner or a copyright owner's agent and Client believes any Content submitted to and hosted on the Services infringes Client's copyright(s), then Client may submit a notification by following the rules of the Digital Millennium Copyright Act ("DMCA"), which require that Client notify Pinto's designated copyright agent with the following information in writing:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that Client's claim is infringed;
 - ii. A description of the copyrighted work that Client's claim has been infringed;
 - iii. A description of where the material that Client's claim is infringing is located on the Service;
 - iv. The address, telephone number, and/or electronic mail address at which the complaining party may be contacted;
 - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.It is Pinto's policy to respond to notices of alleged infringement that comply with the DMCA. Accordingly, Client understands that if Client fails to comply with all of the requirements of the DMCA listed above, Client's notice may not be valid. Pinto will promptly terminate without notice the accounts of users that are determined by Pinto to be "repeat infringers".
- f. Feedback. Client hereby grants to Pinto a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable (through multiple levels) and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit all Client (i) suggestions for correction, change or modification to the Services; (ii) evaluation data; (iii) evaluations; (iv) benchmark tests; and (v)

other feedback, ideas, information, and reports on the performance or functionality of the Services provided to Pinto hereunder (collectively, "Feedback").

3. Term and Termination. These Terms are effective from the time Client first uses or accesses the Services and continue in effect until terminated by Pinto. Client's rights under Section 1 of these Terms will terminate automatically, without need for notice from Pinto, if Client fails to comply with, or if Client breaches, any term(s) of these Terms.
4. Confidentiality. Client shall keep strictly confidential and shall not disclose, or use for any purpose other than the fulfillment of its obligations under this Agreement, any confidential information, including: the Agreement; any and all technical data and documentation; software and code; business processes; algorithms; market plans and strategies; financial information; billing rates; evaluation data, benchmark tests, and evaluations of the Services or any aspects thereof (whether by or on behalf of Pinto or Client); and any other proprietary or non-public Pinto information (collectively, the "Confidential Information"). The Confidential Information shall exclude information that: (a) at the time of disclosure to Client is in the public domain; (b) after disclosure to Client, becomes part of the public domain, by publication or otherwise through no fault of Client or its agents, subcontractors, representatives; (c) Client can show by written documentation was in its possession at the time of the disclosure to Client and had not been acquired, directly or indirectly, from Pinto or its agents; or (d) is later furnished or made known to Client by third parties as a matter of right and without restriction on disclosure. Client shall have the obligation to prove the existence of any of the foregoing exceptions. If Client is required by law to disclose any Confidential Information, Client shall provide Pinto with immediate notice of such request(s) so that Pinto may seek confidential treatment for such information. In the event that such protective order or other remedy is not obtained, or that Pinto grants a waiver hereunder, Client may furnish only that portion of the Confidential Information that Client is legally required to disclose and Client shall seek confidential treatment for such disclosed information. Upon and as requested by Pinto, Client shall promptly return or destroy all Confidential Information, and certify in writing that it has done so.
5. Disclaimers; Limitation of Liability; Sole Recourse.
 - a. Disclaimer of Warranties. CLIENT'S USE OF THE SERVICES AND ANY CONTENT IS AT CLIENT'S OWN RISK. THE SERVICES AND ALL CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PINTO MAKES NO, AND HEREBY EXPRESSLY DISCLAIM ALL, REPRESENTATIONS AND WARRANTIES ABOUT THE OPERATION OF THE SERVICES, CONTENT, OR THE INFORMATION, MATERIALS, GOODS, OR SERVICES APPEARING OR OFFERED ON OR THROUGH THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PINTO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS OR OTHER UNAUTHORIZED OR MALICIOUS CODE, AND ANY WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF ANY CONTENT. FURTHER, PINTO MAKES NO WARRANTY THAT THE SERVICES WILL MEET CLIENT'S NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. PINTO DOES NOT WARRANT THAT THE SERVICES, CONTENT, FUNCTIONS, OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, ACCURATE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, MALICIOUS CODE, OR ERRORS, OR UNINTERRUPTED.
 - b. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PINTO NOR ITS AFFILIATES, NOR ANY OF ITS OR THEIR THIRD-PARTY PROVIDERS OR LICENSORS, INCLUDING WITHOUT LIMITATION APPLE INC., BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER DAMAGES OR LOSSES WHATSOEVER ARISING OUT OF CLIENT'S ACCESS, USE, MISUSE, RELIANCE ON OR INABILITY TO USE THE SERVICES, PINTO CONTENT, OR ANY SITES LINKED, FROM OR ACCESSED THROUGH THE SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PINTO, ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, OR IN CONNECTION WITH, ANY INTERRUPTION IN AVAILABILITY OF THE SERVICES OR PINTO CONTENT, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, LOSS OF DATA, DELETION OF FILES, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE, WHETHER OR NOT CAUSED BY EVENTS BEYOND THEIR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO

ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO PINTO'S RECORDS, MATERIALS, OR SERVICES.

- c. Sole Remedy. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES, WARRANTIES AND LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. IF CLIENT IS DISSATISFIED WITH THE SERVICES OR CONTENT, CLIENT'S SOLE REMEDY IS TO STOP USING THE SERVICES.
6. Indemnification. Client agrees to defend, indemnify, defend, and hold harmless Pinto, its affiliates, licensors, and its and their respective officers, directors, employees, representatives, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and expenses (including any incurred in the enforcement of this provision), arising from or relating to: (i) Client's (or any third party using Client's identity or account on the Services) use or misuse of, or access to, the Services or Content; (ii) Content provided by Client (or any third party using Client's identity or account on the Services); (iii) or Client's (or any third party using Client's identity or account on the Services) breach of these Terms. Pinto reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client, in which event Client will assist and cooperate with Pinto in asserting any available defenses and providing all necessary or reasonable information and access (including to individuals).
7. Governing Law. The laws in effect in the State of Illinois shall govern these Terms, without giving effect to its conflicts of law principles. All claims arising from this Agreement will be brought either in the state or federal courts located in Cook County, Illinois, and each Party consents to the jurisdiction of such courts.
8. Monitoring. Pinto expressly reserves the right to monitor all use of the Services and Content, but has absolutely no obligation to do so, nor to continue to do so at any point. Pinto also reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Services and/or Content.
9. General.
 - a. Amendment of These Terms. Pinto reserves the right to change or modify these Terms at any time in Pinto's sole discretion without further notice. Such changes, revisions, or modifications shall be effective immediately upon being posted in relation to the Services. Continuing to use the Services after Pinto posts changes to these Terms constitutes Client's acceptance of those changes.
 - b. Severability. If any provision of these Terms is held to be void, illegal, or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term, and all other provisions of these Terms will continue in full force and effect.
 - c. Headings for Convenience Only. Headings are provided for convenience only, and no interpretation or construction of these Terms shall be derived from or based on headings.
 - d. No Waiver. No waiver of by Pinto of any term or condition set forth in these Terms 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 Pinto to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
 - e. Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.
 - f. Assignability. These Terms are personal to Client, and are not assignable, transferable, or sublicensable by Client except with Pinto's prior written consent. Any assignment in violation of the foregoing shall be null and void. Pinto may assign, transfer or delegate any of Pinto's rights and obligations hereunder without consent.
 - g. Notices. All notices hereunder must be in writing and given to the other Party by in-hand delivery, by first class mail, postage prepaid, or by nationally recognized overnight courier to the mailing address set forth above or to such other address as either Party may designate, or by e-mail with receipt confirmed. Notices will be effective when received.
 - h. Entire Agreement. These Terms constitute the entire agreement between Client and Pinto with respect to the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Services.

- i. Survival. Any provisions of these Terms which, by their nature, are intended to survive, shall survive the termination of these Terms regardless of the reason or reasons therefore.

This Agreement may be executed in two or more counterparts, each of which, when taken together, will constitute one in the same agreement. Signatures of the Parties transmitted using PDF or similar file type transmitted via electronic mail, cloud based server, e-signature technology, or other similar electronic means are deemed to be original signatures for all purposes.

In witness whereof, the Parties hereto have entered into this Agreement as of the Effective Date.

CLIENT

Signature: _____

Print Name: _____

Title: _____

SPINS LLC

Signature: _____

Print Name: _____

Title: _____

Annex 1
APPLE IOS SOFTWARE APPLICATIONS

The following additional terms apply to Client's use of the App (as defined in the Terms above) through Apple iOS mobile application software programs ("App Services") and are in addition to the terms of use above and any Exhibit, which is incorporated herein by reference.

1. The Agreement is entered into and binding between Client and Pinto, and not Apple, Inc. ("Apple"), and as between Pinto and Apple, Pinto is responsible for the App Services and their content, subject to the limitations and disclaimers contained in the Agreement. Apple has no obligation whatsoever to furnish any maintenance and support with respect to the App Services. Apple is not responsible for addressing any claims by Client or any third party relating to the App Services, including but not limited to: (a) product liability claims; (b) any claim that the App Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the App Services or Client's possession and use of the App Services infringes that third party's intellectual property rights, Pinto, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
2. Client is only permitted to use the App Services on any Apple-branded products that Client owns or controls, and as permitted by the App Store Terms of Service, except that the App Services may be accessed, acquired, and used by other accounts associated with the purchaser via Apple's Family Sharing functionality or volume purchasing.
3. Pinto is providing the App Services AS-IS, and disclaims all warranties of any kind, express or implied, as fully set forth in the Agreement. To the extent any warranty is nevertheless adjudged to exist by a court of law or other legal authority with respect to the App Services, and is not effectively disclaimed by the Agreement, however, Pinto, and not Apple, is responsible for any such warranty term with respect to the App Services. Apple's sole warranty obligation in such circumstances is limited to refunding the App Store purchase price of the particular App Services upon receipt of notification from Client that the App Services failed to conform to the applicable warranty, and to the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App Services, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty shall be Pinto's sole responsibility.
4. Client must comply with any applicable terms of third-party agreements relating to Client's use of the App Services.
5. Client acknowledges that Apple and its subsidiaries are third-party beneficiaries of the Agreement with respect to the App Services, and that, upon Client's acceptance of the Agreement, Apple will have a right (and will be deemed to have accepted the right) to enforce the Agreement against Client with respect to the App Services as a third-party beneficiary thereof.