

## TERMS AND CONDITIONS OF USE

Last Updated: April 18, 2025

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING AN ACCOUNT OR USING THE SITE OR SERVICES. BY REGISTERING AN ACCOUNT OR USING THE SITE OR SERVICES ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU AFFIRM THAT YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND THAT ANY SUCH ORGANIZATION OR COMPANY ACCEPTS AND IS BOUND BY THESE TERMS.

AS USED HEREIN, "YOU" SHALL MEAN YOU AS AN INDIVIDUAL USER AND THE ORGANIZATION OR COMPANY FOR WHICH YOU ARE ACTING.

THESE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MAY APPLY TO YOU. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS.

These Terms and Conditions of Use (these "Terms") apply to your access and use of the SALT website, [www.salt.software](http://www.salt.software) (the "Site"), as well as any services, products, or content available on or through the Site, including the SALT Software (the "Services"). Coldest River Software, LLC ("Coldest River", "we," "our," or "us") offers the Site and Services to you on the express condition that you accept without modification each of the terms, conditions, and obligations contained in these Terms. Please read these Terms carefully and keep a copy for your reference.

These Terms are subject to change by Coldest River without prior written notice at any time, in our sole discretion; *provided, however*, we will notify you via email of material changes to these Terms if we have your email address on file. Any changes to these Terms will be in effect as of the "Last Updated" date at the beginning of these Terms. You should review these Terms prior to accessing or using the Site or Services. Your continued access to or use of the Site or Services after the "Last Updated" date will constitute your acceptance of and agreement to such changes.

### 1. OVERVIEW

**1.1.** Coldest River provides the Site and Services with the intended purpose of helping you create easily-generable custom content that can be used for social media posts, flyers, ads, and other digital or print materials (each a "Generated Design").

## **2. PRIVACY NOTICE**

**2.1.** Your use of the Site and Services is also subject to our Privacy Notice, available at [\[LINK WHEN POSTED\]](#) (our “Privacy Notice”), which is incorporated herein by reference. Our Privacy Notice governs the processing of all personal information collected through your use of and access to the Site and/or Services.

## **3. USER ACCOUNTS**

**3.1.** You must create an account with us in order to access the Services. You will access the Services exclusively through the Site, using your personal username and password (collectively, your “Login Credentials”). Each user must have their own unique Login Credentials to enable their use of the Services. No sharing of Login Credentials is permitted.

**3.2.** By creating an account with us, you agree to provide accurate, complete, and current information. You are solely responsible for maintaining the confidentiality of your Login Credentials and may not authorize others to use your account. You agree to accept full legal responsibility for all activities that occur under your account.

**3.3.** If your employment with the organization or company on behalf of whom you have agreed to these Terms terminates or you are no longer authorized to act on behalf of or bind such organization or company, you agree to immediately cease all use of your account and no longer access the Site or Services. If you wish to access the Site or Services again, you must re-register an account for yourself or on behalf of a new organization or company. Any access to an account, the Site, or Services linked to an organization or company that no longer employs you or on whose behalf you are no longer authorized to act shall constitute a material breach of these Terms.

**3.4.** If you become aware of any suspicious or unauthorized conduct concerning your account, including your Login Credentials, or any other breach of security, you agree to contact us immediately using the contact information contained in Section 20 below.

**3.5.** We will not be liable for any loss or damage you incur arising from your failure to comply with this Section 3.

## **4. LICENSE TO SITE AND SERVICES; ACCESS AND USE**

**4.1.** In all instances, the Site, Services, and Service Content (defined below) are not being sold to you, rather, you are being granted a limited and revocable license to access and use the Site, Services, and Service Content. Subject to your compliance with these Terms and your payment of all applicable license fees, Coldest River grants you a limited, non-exclusive,

non-transferable, non-sublicensable, revocable license to access and use the Site, Services, and Service Content for your own internal business purposes which are non-competitive to ours ("Business Use").

4.2. By accessing and using the Site, Services, and Service Content you agree to: (i) use our Site, Services, and Service Content solely for the Business Use; (ii) keep strictly confidential all user information (including any user account information), Service Content (except to the extent it is a Generated Design) and any other user/customer information accessed through the use of the Site or Services, as well as any technical, financial, strategic and other proprietary and confidential information relating to us or our customer's business or operations that you may access to or that we may directly or indirectly provide ("Confidential Information"); (iii) not share any Confidential Information with anyone except to those employed by you or your employer, but only where the sharing of the Confidential Information is necessary to further the Business Purpose and only after those persons have been informed of these obligations of confidentiality and have agreed to be bound or are already bound by obligations of confidentiality at least as restrictive as those contained herein; and (iv) not share your Login Credentials or other account access information with any other user, including other employees of you or your employer.

4.3. Access to and use of the Site and Services generally require that you have internet or data network access. You are responsible for obtaining all such access, along with the computers, mobile devices and other equipment necessary and any software necessary to access and use the Site and Services. We do not guarantee that the Site or Services, or any portion of them, will or will continue to function on or interoperate with any particular equipment, device, or software.

4.4. You acknowledge that we reserve the right to discontinue access to or use of the Site and/or Services, in whole or in part, at any time. When using the Site and/or Services, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright and privacy laws. Except as expressly permitted in these Terms or as we may otherwise permit, you may not use, reproduce, duplicate, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Service Content for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its applicable owner. In certain instances, we may suggest, ask or otherwise permit you to download, install or print Service Content. In such a case, you may do so only in the manner authorized. You acknowledge that you do not acquire any ownership rights by downloading, installing or printing Service Content.

4.5. Furthermore, except as expressly permitted in these Terms, you may not:

4.5.1. remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice we include in, on, or through the Site, Services, or Service Content;

4.5.2. circumvent, disable or otherwise interfere with our security-related features including, without limitation, any features that prevent or restrict access to or the use of or copying of the Site, Services, or Service Content;

4.5.3. use an automatic device (such as a robot or spider) or manual process to monitor, copy, or “scrape” the Site, Services, or Service Content for any purpose without our express written permission;

4.5.4. collect or harvest any personal information or non-personal information from our the Site, Services, or Service Content including, without limitation, user names, passwords, and email addresses;

4.5.5. solicit other users to join or become members of any commercial online service or other organization without our prior written approval;

4.5.6. use any device, software, or routine that interferes with the proper working of the Site, Services, or Service Content or Coldest River’s equipment, network, and systems;

4.5.7. introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;

4.5.8. impersonate or attempt to impersonate Coldest River, a Coldest River employee, another user, or any other person or entity (including, without limitation, by using email addresses or accounts associated with any of the foregoing);

4.5.9. attempt to or interfere with the proper working of the Site, Services, or Service Content or impair, overburden, or disable the same;

4.5.10. decompile, reverse engineer, or disassemble any portion of the Site, Services, or Service Content;

4.5.11. use network-monitoring software to monitor the availability of or to determine architecture of or extract usage data from the Site, Services, or Service Content;

4.5.12. encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person’s account);

4.5.13. violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce;

4.5.14. use the Site, Services, or Service Content for purposes that are competitive with Coldest River; and/or

4.5.15. engage in any conduct that restricts or inhibits any other user from using or enjoying the Site, Services, or Service Content.

4.6. You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms.

## **5. OUR INTELLECTUAL PROPERTY RIGHTS**

**5.1.** The Site, Services, and associated content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, interfaces and interactive features included with or available through the Site and/or Services, and all intellectual property rights to the same, including, without limitation, all trademarks, service marks, trade names and trade dress that may appear on the Site or Services and/or the “look and feel” of any of the foregoing (collectively, the “Service Content”), are owned by us, our licensors, or affiliates, or third parties. Service Content shall include all Generated Designs excluding any User Content (defined below) included therein. Except for the limited use rights granted to you in these Terms, you shall not acquire any right, title or interest in the Site, Services, or any Service Content. Any rights not expressly granted in these Terms are expressly reserved.

**5.2.** YOU COVENANT NOT TO SUE OR MAKE OR ASSERT AGAINST ANY COLDEST RIVER INDEMNITEE (DEFINED BELOW) ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO THE SITE, SERVICES, OR SERVICE CONTENT.

## **6. SERVICE CONTENT AND THIRD PARTY LINKS**

**6.1.** You may not rely on any information and opinions expressed through the Site and/or Services for any purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of any Service Content. Use of the Service Content is at your own risk and under no circumstances will we be liable for any loss or damage caused by your reliance on any Service Content.

6.2. Service Content may include content posted by a third-party and/or may represent the opinions and judgments of a third-party. We do not endorse or warrant, and are not responsible for, the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement offered through the Site, Services, or Service Content by anyone other than our authorized employees or spokespersons while acting in their official capacities.

6.3. The Site and/or Services may link or contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

6.4. Our Site and/or Services may provide certain social media features, including integrations through social media application programming interfaces ("APIs") (collectively, "Social Media Features"), that enable you to:

6.4.1. Send communications containing certain Service Content, or links to certain Service Content; or

6.4.2. Cause limited portions of Service Content to be displayed or appear on certain third-party websites and applications.

6.5. You may use the Social Media Features solely as they are provided by us and otherwise in accordance with any additional terms and conditions we provide with respect to such features and any terms and conditions provided by the applicable third-party social networking websites and platforms. We may disable all or any Social Media Features at any time without notice and in our discretion. These Social Media Features are provided "as is" and "as available" without warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of the Social Media Features. Any use by you of Social Media Features is entirely as your own risk and discretion.

## **7. USER CONTENT; FEEDBACK**

7.1. As between you and Coldest River, you own all text, files, images, graphics, photos, sounds, music, videos, materials, and other electronic content that you upload to the Site or Services, but expressly excluding Service Content (collectively, the "User Content"). You grant to Coldest River a non-exclusive, perpetual, irrevocable, sublicensable, royalty-free license

to access, use, reproduce, modify, and prepare derivative works of User Content: (i) in order to provide, evaluate, monitor, improve, and promote the Site and Services; (ii) to exercise our rights under this Agreement; and/or (iii) in any other manner consistent with our Privacy Notice and these Terms.

7.2. You hereby represent and warrant that: (i) you have all necessary rights and permissions to use and authorize Coldest River to use all intellectual property rights in and to User Content, and to enable inclusion thereof in the Services and Generated Designs; and (ii) your use of the User Content and Coldest River's use of User Content, as set forth in these Terms, does not and shall not (a) violate any applicable law, including data protection legislation, or any intellectual property, privacy, or right of publicity rights, (b) be offensive, false, inaccurate, misleading, threatening, pornographic, defamatory, libelous, harassing, hateful, malicious, fraudulent, obscene, lewd, lascivious, filthy, violent, slanderous, otherwise objectionable (as determined by us), or encourage conduct that would be considered a criminal offense or give rise to civil liability; (c) be unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation; or (d) ridicule, mock, disparage, intimidate, or abuse anyone.

7.3. Coldest River assumes no responsibility or liability for User Content. You shall be solely responsible for User Content and the consequences of using, submitting, disclosing, storing, or transmitting it, including without limitation, for any errors or omissions therein, or for any infringement of third-party rights. You expressly agree to defend, indemnify and hold Coldest River harmless from any and all responsibility arising from your User Content, and to refrain from taking any legal action against Coldest River regarding your User Content.

7.4. Coldest River has the right, but no obligation, in our sole and absolute discretion to: (i) edit, redact, or delete any User Content that violates these Terms; (ii) recategorize any User Content to place it in a more appropriate location on the Site or Services; and (iii) to prescreen or delete any User Content at any time and for any reason, without notice. Notwithstanding the foregoing, Coldest River has no obligation to monitor your User Content.

7.5. Coldest River may monitor your use of the Site and Services and use User Content to generate aggregated, statistical, and analytics information and technical data (such as browsing information of a behavioral and statistical nature) about you and your use of the Site and Services, which does not and cannot be used to enable identification of you ("Anonymous Information"). Coldest River shall own all Anonymous Information, including any intellectual property rights related thereto, and may use it without restriction.

7.6. User grants to Coldest River a worldwide, perpetual, irrevocable, royalty-free permission to use and incorporate into the Site and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by you. Any such feedback shall not be considered Confidential Information.

## **8. ARTIFICIAL INTELLIGENCE**

8.1. Some features and tools in our Site and Services use artificial intelligence (“AI”), including generative AI, to provide you with certain Services. We may partner with third parties or utilize third-party large language models in developing and providing these Services. We process User Content you may input and any generated data for purposes of providing you with our Site and Services, for product improvement purposes, for quality and troubleshooting purposes, to train AI models that we and our third-party providers use to provide the Site and Services, and any other purposes in accordance with these Terms and our Privacy Notice. By using such features and tools that use AI, you hereby consent to the monitoring, recording, and/or retention of such User Content by us and our agents and vendors. Any output generated by such AI (“Output”) shall be considered Service Content and shall be exclusively owned by us. Given the nature of machine learning, use of certain AI tools on our Site may, in some situations, result in inaccurate Output. All Output generated by such AI tools are provided on an “as-is” and “as-available” basis. We make no representations of any kind as to the relevancy, accuracy, or completeness of such Output and are not responsible for any damage or losses arising from your use of or reliance on such Output.

## **9. UPDATES**

9.1. Coldest River continually works to improve the quality of its products and services. Consequently, Coldest River reserves the right to modify, amend or update the Site and/or Services as it deems appropriate from time to time. To the extent necessary, we will communicate with you about these updates through the Site or via other acceptable communication methods.

## **10. ELECTRONIC COMMUNICATIONS**

10.1. When you use the Site or Services, or send e-mails to us, you are communicating with us electronically. You consent to receive electronic communications from us. We will communicate with you by email or by posting notices on the Site. You agree that all notices, disclosures and other communications that we provide to you electronically, via email or through the Site, shall satisfy any legal requirement that such communications be in writing.

## **11. DISCLAIMER OF WARRANTIES**



11.1. YOU EXPRESSLY AGREE THAT USE OF THE SITE, SERVICES, AND THE SERVICE CONTENT IS AT YOUR SOLE RISK. THE SITE, SERVICES, AND SERVICE CONTENT (INCLUDING SOFTWARE) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, COLDEST RIVER DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY: (i) WARRANTIES THAT THE SITE, SERVICES, AND SERVICE CONTENT WILL MEET YOUR REQUIREMENTS; (ii) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE SITE, SERVICES, AND SERVICE CONTENT; (iii) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (iv) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED OR ACCESSED THROUGH OUR SERVICES OR REFERENCED IN THE SITE, SERVICES, AND SERVICE CONTENT; (v) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES, AND SERVICE CONTENT; (vi) WARRANTIES THAT YOUR USE OF THE SITE, SERVICES, AND SERVICE CONTENT WILL BE SECURE OR UNINTERRUPTED; AND (vii) WARRANTIES THAT ERRORS IN THE SITE, SERVICES, AND SERVICE CONTENT (INCLUDING SOFTWARE) WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COLDEST RIVER OR A COLDEST RIVER AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

## **12. LIMITS ON OUR LIABILITY**

12.1. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL COLDEST RIVER, ITS AFFILIATES, AGENTS OR PRINCIPALS BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO ACCESS OR USE THE SITE, SERVICES, AND SERVICE CONTENT OR ANY THIRD PARTY SOFTWARE, APPLICATIONS OR SERVICES IN CONJUNCTION WITH THE SITE, SERVICES, OR SERVICE CONTENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COLDEST RIVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SERVICES, AND SERVICE CONTENT IS TO STOP USING THE SITE, SERVICES, AND SERVICE CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF GOODS OR SERVICES RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR SERVICE CONTENT OR ANY LINKS PLACED IN OUR SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED

THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR ANY LINKS PLACED IN OUR SERVICES OR SERVICE CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY USING OUR SERVICES.

**12.2.** Access to the Site, Services, Service Content and your information may be available through a compatible mobile device, Internet and/or network access and may require the use of third-party software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. COLDEST RIVER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

**12.3.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL COLDEST RIVER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE EXPRESSLY REQUIRED BY APPLICABLE LAW) EXCEED THE LESSOR OF: (i) THE TOTAL AMOUNT YOU PAID TO COLDEST RIVER OVER THE PRECEDING TWELVE (12) MONTHS; OR (ii) FIVE HUNDRED DOLLARS (\$500.00). FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE SITE, SERVICES, SERVICE CONTENT, OR THESE TERMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

### **13. INDEMNIFICATION**

**13.1.** YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE, SERVICES, AND SERVICE CONTENT AND ANY LINKED WEBSITES. YOU AGREE TO INDEMNIFY AND HOLD COLDEST RIVER AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, PRINCIPALS, AGENTS, REPRESENTATIVES, AND AFFILIATES, TOGETHER WITH THEIR PREDECESSORS AND SUCCESSORS IN INTEREST, ASSIGNS AND HEIRS (COLLECTIVELY REFERRED TO AS THE "COLDEST RIVER INDEMNITEES"), HARMLESS FROM ANY AND ALL DEMANDS, CLAIMS, LIABILITIES, EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF, OR IN CONNECTION WITH: (i) YOUR USE OF THE SITE, SERVICES OR SERVICE CONTENT, (ii) ANY ACTUAL OR ALLEGED VIOLATION OR BREACH BY YOU OF THESE TERMS; (iii) ANY ACTUAL OR ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT YOU

HAVE MADE TO US; OR (iv) YOUR ACTS OR OMISSIONS (COLLECTIVELY REFERRED TO AS “CLAIMS”). COLDEST RIVER RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY CLAIMS. YOU AGREE TO COOPERATE IN GOOD FAITH AS REQUESTED BY COLDEST RIVER IN THE DEFENSE OF ANY CLAIMS.

#### **14. TERMINATION**

**14.1.** We reserve the right in our sole discretion and at any time to terminate or suspend your account and/or block your use of the Site, Services, and/or Service Content for any or no reason. You agree that Coldest River is not liable to you or any third party for any termination or suspension of your account or for blocking your use of the Site, Services, or Service Content.

**14.2.** Any suspension or termination shall not affect your obligations to us under these Terms. The provisions of these Terms which by their nature should survive the suspension or termination of your account or these Terms shall survive including, but not limited to, the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, and limitations on liability.

#### **15. AMENDMENTS; ADDITIONAL TERMS**

**15.1.** We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Site or Services or to modify these Terms. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Site or Services generally, unique of the Site or Services, or both (“Additional Terms”). To the extent any Additional Terms conflict with these Terms, the Additional Terms will control.

**15.2.** Modifications to these Terms or Additional Terms will be effective immediately upon notice, either by posting them to the Site or Services or through notification by email. It is your responsibility to review the Terms from time to time for any changes or Additional Terms. Your access and use of the Site or Services following any modification of these Terms or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms or to any Additional Terms, you must immediately discontinue use of the Site or Services and, if applicable, terminate your account.

#### **16. LEGAL COMPLIANCE**

**16.1.** Please be advised that Coldest River has not tailored the Site or Services to comply with any industry-specific regulations (including, but not limited to, the Health

Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.). If your online interactions with the Site or Services are subject to such laws, you are solely responsible for compliance with those laws and Coldest River has no responsibility for your compliance. By using the Site or Services, you agree you will not use the Site or Services in any way that violates any applicable federal, state or local laws.

**16.2.** You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) that you are not listed on any U.S. Government list of prohibited or restricted parties.

## **17. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER**

17.1. PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE CLAIMS WITH COLDEST RIVER AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

17.2. Any dispute, claim or controversy of any nature, including tort and statutory claims, among the parties in any way arising out of or relating to these Terms, the Privacy Notice, data privacy, data security, and/or the Site, Services, or Service Content (“Dispute”) shall be finally resolved by and through binding arbitration in accordance with the Federal Arbitration Act to the exclusion of any other Federal, state or municipal law of arbitration administered by the American Arbitration Association (“AAA”) by a sole arbitrator or in small claims court. If you are an individual, then the AAA’s Consumer Arbitration Rules and the Supplementary Procedures for consumer Related Disputes then in effect will apply. If you are a business or legal entity other than an individual, then the arbitration will be administered by AAA in accordance with the AAA’s Commercial Rules then in effect. The AAA rules are available at [www.adr.org](http://www.adr.org). Notwithstanding the foregoing, in any conflict between the AAA’s rules and these Terms, the Terms will govern. Both the foregoing agreement of the parties to arbitrate any and all Disputes, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration, shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR CAN AWARD, ON AN INDIVIDUAL BASIS, THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS’ FEES).

17.3. For any Dispute, the place of Arbitration shall be in **Cincinnati, Ohio**.

17.4. The cost of the arbitration proceeding, including, without limitation, each party's reasonable attorneys' fees and costs, shall be borne by the unsuccessful party or, at the discretion of the arbitrators, may be prorated between the parties in such proportion as the arbitrators determine to be equitable and shall be awarded as part of the award.

17.5. WAIVER OF CLASS OR CONSOLIDATED ACTIONS (“CLASS ACTION WAIVER”). YOU AND COLDEST RIVER EACH AGREE THAT YOU MAY ONLY BRING CLAIMS IN YOUR INDIVIDUAL CAPACITY ON YOUR OWN BEHALF, AND NOT IN ANY REPRESENTATIVE CAPACITY OR ON BEHALF OF ANY CLASS OR PURPORTED CLASS, AND NO PROCEEDINGS COMMENCED HEREUNDER MAY BE JOINED WITH OR INCLUDE ANY OTHER PARTIES, OR CLAIMS BY OTHER PARTIES (WHETHER REPRESENTATIVE, MASS, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION). To the extent permitted by law, each party agrees that this limitation includes, but is not limited to, precluding each party from pursuing any claim for public injunctive relief, whether in arbitration or court. If we believe that any claim you have filed is inconsistent with this limitation, then you agree that we may seek an order from a court determining whether your claim is within the scope of this class action waiver.

17.6. ALL DISPUTES, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. ANY DISPUTES YOU MAY HAVE AGAINST COLDEST RIVER OR ANY COLDEST RIVER INDEMNITEE, AND ANY OF THEIR AFFILIATES, SUBSIDIARIES, LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS, YOU HEREBY AGREE TO BIFURCATE AND ARBITRATE AGAINST THEM INDIVIDUALLY IN CINCINNATI, OHIO. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. YOU AND COLDEST RIVER AGREE THAT THE ARBITRATORS HAVE NO AUTHORITY TO ORDER CONSOLIDATION OR CLASS ARBITRATION OR TO CONDUCT CLASS-WIDE ARBITRATION PROCEEDINGS, AND ARE ONLY AUTHORIZED TO RESOLVE THE INDIVIDUAL DISPUTES BETWEEN YOU AND ANY COLDEST RIVER INDEMNITEE AND THEIR AFFILIATES, SUBSIDIARIES, LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS. FURTHER, YOU WILL NOT HAVE THE RIGHT TO CONSOLIDATION OR JOINDER OF INDIVIDUAL DISPUTES OR ARBITRATIONS, TO HAVE ANY DISPUTE ARBITRATED ON A CLASS ACTION BASIS, OR TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

17.7. THE VALIDITY, EFFECT, AND ENFORCEABILITY OF THE FOREGOING WAIVER OF CLASS ACTION LAWSUIT AND CLASS-WIDE ARBITRATION, IF CHALLENGED, ARE TO BE

DETERMINED SOLELY AND EXCLUSIVELY BY THE STATE AND FEDERAL COURTS LOCATED IN CINCINNATI, OHIO.

17.8. WITHOUT WAIVING THE RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF THIS SECTION 17 BE STRICKEN FROM THESE TERMS OR DEEMED OTHERWISE INVALID OR UNENFORCEABLE, THEN THIS ENTIRE SECTION 17 (OTHER THAN THIS SENTENCE) SHALL BE STRICKEN FROM THIS AGREEMENT AND ANY AND ALL DISPUTES SHALL PROCEED IN THE STATE AND FEDERAL COURTS LOCATED IN CINCINNATI, OHIO AND BE DECIDED BY A JUDGE, SITTING WITHOUT A JURY, ACCORDING TO APPLICABLE COURT RULES AND PROCEDURES, AND NOT AS A CLASS ACTION LAWSUIT.

## **18. MISCELLANEOUS**

**18.1. Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

**18.2. Assignment.** You shall not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 18.2 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

**18.3. No Waivers.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Coldest River.

**18.4. No Third-Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

**18.5. Complete Agreement.** The Terms, our Privacy Notice, any Additional Terms, and any [Purchase Order] constitute the entire agreement between you and Coldest River relating to the Site and Services and supersede all prior or contemporaneous understandings regarding

such subject matter. No collateral agreements, amendments, or modifications of these Terms will be binding unless in writing and signed by Coldest River.

18.6. **Choice of Law.** These Terms will be governed by and construed in accordance with the laws of the **State of Ohio**, without regard to conflict of law provisions other than those that would permit the application of Ohio law.

18.7. **Severability.** If for any reason a court of competent jurisdiction finds any of the Terms, provisions, or portion thereof, to be unenforceable or invalid, the validity of the remaining provisions of these Terms shall continue in full force and effect. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

## 19. **COPYRIGHT INFRINGEMENT NOTIFICATIONS**

19.1. The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. Copyright Law. If you believe in good faith that materials available on the Site, Services, or Service Content infringe your copyright, you (or your agent) should send us a notice requesting that we remove the material or block access to it. If you believe in good faith that someone has wrongly submitted a notice to us under this paragraph, then you should send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <https://www.copyright.gov/> for details.

19.2. If you believe that your work has been improperly copied and posted on the Site, Services, or Service Content, then please provide us with the following information: (1) name, address, telephone number, email address, and an electronic or physical signature of the copyright owner or of the person authorized to act on his or her behalf; (2) a description of the copyrighted work that you claim has been infringed; (3) the applicable Site, Services, or Service Content and a description of where the material that you claim is infringing is located within such Site, Services, or Service Content; (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. These requirements must be followed to give us legally sufficient notice of infringement.

19.3. Notices and counter-notices should be sent to:

**Murphy Landen Jones PLLC**  
**Attn: DMCA Agent**  
**2400 Chamber Center Drive**

Suite 200

Fort Mitchell, KY 41017

19.4. Details about the DMCA are available at <https://www.copyright.gov/onlinesp/>.

## **20. CONTACT INFORMATION**

**20.1.** For general inquiries, complaints, questions or claims concerning the Site, Services, or these Terms, please contact:

Coldest River Software, LLC  
Attn: SALT Software Support

Cincinnati, Ohio 452\_\_

(513) \_\_-\_\_

[salt@coldestriver.software](mailto:salt@coldestriver.software)

<https://www.salt.software>

14392801.2