

AGREEMENTS

Terms of Service

This is an archived version of our Terms of Service. View the [current version here](#).

Effective June 2022

THESE TERMS OF SERVICE (“TOS”) FORM A LEGAL AGREEMENT BETWEEN YOU, THE END USER (referenced herein as “You” or with “Your”) AND ESHARES, INC. d/b/a CARTA, INC. AND ITS AFFILIATES AND SUBSIDIARIES (together, “Carta”) THAT APPLIES EACH TIME YOU USE OR ACCESS CARTA’S WEBSITES, ONLINE PLATFORM SERVICE, SERVICES, MOBILE APPLICATION, AND ASSOCIATED WEBPAGES, PORTALS, APPLICATIONS, FEATURES, AND CONTENT (collectively, the “Content”). YOU SHOULD THEREFORE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, AS THEY GOVERN YOUR USE OF THE CONTENT AND ITS FUNCTIONALITY. IN PARTICULAR, THIS TOS CONTAINS AN ARBITRATION PROVISION THAT WAIVES YOUR RIGHT TO A COURT HEARING AND/OR A JURY TRIAL, AND A CLASS ACTION WAIVER THAT WAIVES YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT TO ENFORCE THIS CONTRACT. IF YOU DO NOT AGREE WITH THIS TOS, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE CONTENT AND ARE INSTRUCTED TO EXIT AND/OR UNINSTALL THE CONTENT IMMEDIATELY.

License Grant and Restrictions

This TOS provides to You a personal, revocable, limited, non-exclusive, non-sublicensable, and non-transferable license to use and access the Content during the Term specified herein solely for Your personal, internal business use, conditioned on Your continued compliance with all provisions of this TOS (including without limitation any external terms and documentation linked or referenced herein).

When using the Content in accordance with the foregoing license, You shall not directly or indirectly:

(v) disassemble, decompile, reverse engineer, or use any other means to attempt to discover any source code, algorithms, trade secrets, or applications underlying the Content or any of its webpages, content, or features;

(c) encumber, sublicense, transfer, distribute, rent, lease, time-share, or use the Content in any service bureau arrangement or otherwise for the benefit of any third party;

(d) adapt, combine, create derivative works of, or otherwise modify the Content;

(e) disable, circumvent, or otherwise avoid or undermine any security or authentication device, mechanism, protocol, or procedure implemented in the Content;

(f) misrepresent Your affiliation with or impersonate any person or entity;

(g) use or access the Content for any unlawful, fraudulent, deceptive, tortious, malicious, or otherwise harmful or injurious purpose;

(h) remove, obscure, deface, or alter any proprietary rights notices on any element of the Content or accompanying documentation;

(i) use the Content in any manner which could damage, disable, overburden, or impair the Content or interfere with any third party's authorized use of the Content;

(j) engage in any "data mining," "deep-link," "page-scrape," or use "bots," "spiders," or similar data gathering and extraction tools or methods in connection with the Content; or

(k) probe, scan, or test the vulnerability of the Content or any systems or network infrastructure connected with the Content, including without limitation by stress testing or penetration testing.

User Obligations

You represent that You are at least eighteen (18) years of age or the legal age of majority in Your jurisdiction (whichever is greater) and will, at all times, provide true, accurate, current, and complete information (which You have all necessary rights, permission(s), prior express consent, or authority to provide) when submitting information through the Content. In addition, You are responsible for compliance with all applicable laws, rules, and regulations, including but not limited to all laws and regulations governing consumer protection, unfair competition, commercial electronic mail (email) and messages, advertising, privacy, and information security with respect to Your use of the Content. If You access the Content on behalf of any organization, Your organization shall be bound to this TOS and be liable for any breach by You, and You represent that You have all rights, power, and authority to agree to this TOS on behalf of Your organization.

The Content is not intended for use or access by any individual under the age of thirteen (13) years, and Carta does not knowingly, willingly, or intentionally collect personal information from such individuals in any medium for any purpose.

agreed by Carta. Registration for access to and use of the Content may also require access credentials, such as a username and a password, or adherence to other access requirements as designated by Carta in its sole discretion from time to time. You hereby agree to treat Your access credentials as confidential and not to disclose such information to any third party without the prior express written consent of Carta, which may be granted or withheld in its sole discretion. You shall immediately notify Carta if You suspect or become aware of any loss, theft, or unauthorized use of Your login credentials. Carta will not be liable for any loss or damage arising from Your failure (whether intentional or unintentional) to comply with these obligations. By submitting the requested information to the registration form or similar process on the Content, You represent and warrant that the information You submit for registration is complete, true, accurate, and current in all respects. You must maintain and promptly update Your submitted account information to ensure that such information is complete, true, accurate, and current. Carta reserves the right to suspend, terminate, or otherwise discontinue Your account and/or pending registration if Carta has reasonable grounds to suspect that any information You have submitted is untrue, inaccurate, not current, or incomplete, or that Your registration, account, or use of the Content is in violation of applicable law or this TOS.

Electronic Communications

Carta may send emails or other electronic messages to You concerning Your use of the Content, including without limitation by providing alerts or notifications within the Content. You consent to receive such electronic communications and You agree that all such electronic communications constitute valid legal notices satisfying any requirement that such notices be in writing.

Submissions

Certain features of the Content may permit You to upload, post, display, transmit, or otherwise provide certain requested information, content, links, files, or other materials to the Content as part of messaging, review, comment, discussion board, or similar functionality on the Content, and/or as part of a survey, questionnaire, promotion, or request for feedback or input regarding the Content (each a “Submission” and collectively “Submissions”). You hereby grant to Carta a royalty-free, fully transferable, fully sublicensable license to use, display, copy, perform, reproduce, modify, record, distribute, and create derivative works of Submissions in connection with: (i) Carta’s operation of the Content and its features and functionalities; (ii) Carta’s development, promotion, and

that:

- (a) is illegal, defamatory, deceptive, fraudulent, discriminatory, tortious, obscene, pornographic, or otherwise objectionable;
- (b) infringes, misappropriates, or otherwise violates the personal or proprietary rights of others;
- (c) contains any virus, malware, worm, Trojan horse, disabling device, or any other harmful or malicious script, code, or tool;
- (d) impersonates any person or entity or falsely states or otherwise misrepresents Your affiliation with a person or entity;
- (e) contains unsolicited communications, promotions, or advertisements, or spam;
- (f) harms, harasses, threatens, or violates the rights of any third party, or promotes, provokes, or incites violence;
- (g) constitutes false advertising, false endorsement, or is otherwise false, misleading, or likely to cause consumer confusion; or
- (h) manipulates data or identifiers in order to misrepresent or disguise the origin of the Submission.

Carta may screen, review, edit, moderate, or monitor Your Submissions from time to time at its discretion, but has no obligation to do so. In any event, Carta is not responsible to You under this TOS for Your or any other user's Submissions, and shall have no liability or responsibility for the quality, content, accuracy, legality, or effectiveness of any Submissions. You acknowledge and agree that Carta shall have no obligation of confidentiality whatsoever with respect to Your Submissions.

By uploading, posting, displaying, transmitting, or otherwise providing a Submission to the Content, You represent and warrant that: (i) You possess all legal rights required to upload, post, display, and/or transmit each Submission and permit Carta to use such Submission as set forth herein (including without limitation any necessary third-party license rights or required consents under applicable law); (ii) each Submission is in full compliance with all applicable laws and regulations; and (iii) Your Submissions do not infringe, misappropriate, or otherwise violate the personal or proprietary rights of any third party.

Purchases and Payments

The Content may contain the option for You to purchase certain of Carta's products and services. The applicable fees (and any applicable discounts, if available), license or subscription period, renewal opportunities, and permitted payment methods (e.g., credit or debit) will be specified in the Content at the time of order. All purchases are final and there

you intend to confirm the order and method of payment. Carta reserves the right to terminate or suspend access to the Content or any related license, subscription, product, or service if You fail to pay any amounts when due. You shall reimburse Carta for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts. Unless otherwise specified herein, all payment obligations with respect to amounts due to Carta in connection with the Content shall survive the expiration or termination of the TOS for any reason.

Upon placing an order, You agree to pay using the payment methods indicated and grant authorization to Carta and/or the applicable third party payment-processor to charge Your selected payment methods. Carta and/or the applicable third-party payment processor shall charge, and You shall be responsible for, all taxes, tariffs, levies, or duties applicable to Your payment, excluding taxes applied against Carta's net income. Unless otherwise expressly indicated at the time of purchase, all transactions listed through the Content are denominated in U.S. dollars. You are responsible for: (a) the accuracy of all credit and debit card information or other payment method information that You provide to us; and (b) maintaining the confidentiality and security of Your account information, including without limitation with respect to payment methods. You should not disclose Your payment information to anyone. If Your account information is lost or stolen, anyone who obtains possession of either could utilize the payment methods associated with Your account. You are responsible for all transactions on Your account, including unauthorized transactions.

License to Services

Carta may offer licenses to certain of its products or services ("Services"), whether made available to You through the Content or through a separate purchasing process. Your purchase, use, and access of such Services will be subject to Carta's applicable licensing terms governing the Services, as further described in the order form or other written or electronic agreement between You and Carta with respect to the Services. If You have previously purchased a license to Services from Carta, those Services are subject to the terms and conditions of the Master Subscription Agreement ("MSA") located at <https://support.carta.com/s/article/master-subscription-agreement>. In the event of any conflict or inconsistency between the terms of the MSA and this TOS with respect to Your use of and access to the Services, the terms of the MSA shall control to the extent required to resolve the inconsistency.

Links to Third-Party Services

that you submit or upload to the Content with the applicable third-party provider, as may be required to enable and facilitate the requested third-party product, service, or functionality, subject to Carta's Privacy Policy.

References or links in the Content to any commercial products or services, or Carta's use or display of any business, firm, corporation, or trade name on the Content, do not constitute endorsement by Carta of any such product, service, or entity.

Carta makes no representation or guarantee whatsoever with respect to any third-party products or services.

CARTA EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY MATERIALS, PROGRAMS, APPLICATIONS, TOOLS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE CONTENT, AND YOU AGREE THAT CARTA SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ANY DEALINGS BETWEEN YOU AND A THIRD PARTY, REGARDLESS OF WHETHER SUCH DEALINGS WERE FACILITATED OR PERFORMED IN CONNECTION WITH THE CONTENT.

Third-Party Terms and Conditions

Additional notices, terms, and conditions may apply to services, receipt of or access to certain materials, participation in a particular program, and/or to specific portions or features of the Content, including without limitation the terms of third-party tools, applications, and APIs utilized by or incorporated in the Content, and the terms of app stores, digital distribution services, or third-party payment processors. Your use of any such third-party feature, tool, application, or API is conditioned on Your acceptance of all third-party terms applicable thereto, and You agree to abide by all such terms in connection with Your use of the Content. You hereby agree that: (i) this TOS operates in addition to any terms of service imposed or required by any such third-party provider; and (ii) the terms of this TOS supplement and do not alter or amend any such third-party terms of service.

Carta uses the Google Places API for address validation, and by using the Content, you are also bound by [Google's Terms of Service](#).

Data Privacy

You understand, acknowledge, and agree that the operation of certain features of the Content may require or involve the provision, use, and dissemination of various items of personally identifiable information, including without limitation personal contact information. Please refer to Carta's Privacy Policy, available at <https://carta.com/privacy/> (as

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You agree that You do not acquire any ownership rights in any part of the Content under this TOS or through Your use of the Content. Carta does not grant You any rights or licenses, express or implied, to any intellectual property hereunder except as specifically authorized by this TOS.

Indemnification

You agree to indemnify, defend, and hold harmless Carta and its officers, directors, employees, agents, successors, and assigns from and against any losses, costs, liabilities, damages, and expenses (including reasonable attorneys' fees) relating to or arising out of (i) Your violation of this TOS, (ii) Your infringement, misappropriation, or violation of any personal or proprietary rights of a third party, (iii) Your violation of applicable laws, rules, or regulations, and/or (iv) Your Submissions, including without limitation the quality, content, accuracy, legality, or effectiveness thereof, or any communications, transactions, or results arising therefrom. Carta reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with Carta in asserting any available defenses.

Disclaimers and Excluded Liability

CARTA DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS. THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE," AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CARTA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CARTA DOES NOT WARRANT THAT THE CONTENT WILL MEET YOUR EXPECTATIONS, SPECIFICATIONS, OR REQUIREMENTS, OR THAT THE CONTENT WILL BE FREE OF VIRUSES, MALWARE, OR ERRORS. CARTA FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING THE LOSS OR CORRUPTION OF DATA OR CONTENT UPLOADED TO, STORED BY, OR TRANSMITTED BY THE CONTENT OR SERVICES, INCLUDING WITHOUT LIMITATION ANY SUBMISSIONS.

ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS AND/OR GOODWILL, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR IF CARTA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DAMAGES WHICH, IN THE AGGREGATE, EXCEED (I) THE TOTAL AMOUNTS PAID BY YOU TO CARTA FOR USE OF THE CONTENT OVER THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION FIRST ACCRUED, OR (II) IF THERE IS NO SUCH AMOUNT PAID, TEN U.S. DOLLARS (USD\$10.00). THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE INSUFFICIENCY OR FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED HEREIN.

CERTAIN JURISDICTIONS AND LAWS MAY NOT PERMIT SOME OR ALL OF THE DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION. IN THE EVENT THAT SUCH A JURISDICTION OR LAW APPLIES TO THE SUBJECT MATTER OF THIS TOS, THE FOREGOING DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Term, Termination, and Suspension

This TOS takes effect (or re-takes effect) at the moment You first access or use the Content. Carta reserves the right, in its sole discretion, at any time and on any grounds—including, without limitation, any reasonable belief of fraudulent or unlawful activity, or if Carta reasonably suspects or determines that you are in violation of this TOS—to deny, terminate, or suspend Your access to the Content or to any portion thereof. Additionally, Carta may, in its sole discretion, remove and discard any materials within the Content, for any reason. Carta may also in its sole direction and at any time discontinue providing the Content, or any part thereof, with or without notice. You agree that any suspension or termination of your access to the Content under any provision of this TOS may be effected without prior notice. Further, you agree that Carta will not be liable to you or any third party for any such suspension or termination of your access to the Content.

This TOS terminates automatically if You fail to comply with any provision hereof, subject to the survival rights of certain provisions identified below. You may also terminate this TOS at any time by ceasing to use the Content, but each re-access or renewed use of the Content will reapply the TOS to You. Upon termination or expiration of the TOS for any reason, all licenses granted by Carta hereunder shall immediately terminate, and You must immediately cease all use of the Content. The provisions of this TOS concerning Carta's proprietary rights,

Arbitration

In the event the parties hereto are not able to resolve any dispute between them arising out of or concerning this TOS or any provisions hereof, whether arising in contract, tort, or any other legal theory, then such dispute shall be resolved exclusively through final, binding, and confidential arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered under the Commercial Arbitration Rules of the American Arbitration Association. The exclusive site of such arbitration shall be in San Francisco County, California. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. The prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the arbitrator. This arbitration provision shall survive the termination of this TOS for any reason.

Notwithstanding the foregoing, Carta may: (i) bring a claim for injunctive relief or other equitable relief against Your violation of this TOS in any court of competent jurisdiction; or (ii) bring a suit or other legal proceeding to enforce this TOS in a small claims court of the State of California having jurisdiction over the applicable claim(s); in either case without being required to observe the arbitration procedures of this Section.

Class Action Waiver

BY USING THIS SITE AND AGREEING TO THESE TERMS, YOU HEREBY WILLINGLY, EXPRESSLY, AND KNOWINGLY WAIVE ALL RIGHT TO BRING OR PARTICIPATE IN ANY CLASS-ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR PRIVATE ATTORNEY-GENERAL ACTION BROUGHT UNDER OR IN CONNECTION WITH THIS TOS OR YOUR USE OF THE CONTENT. YOU MAY NOT BRING ANY CLAIM, SUIT, OR OTHER PROCEEDING TO ENFORCE THIS TOS AS THE MEMBER OF ANY CLASS OR AS PART OF ANY SIMILAR COLLECTIVE OR CONSOLIDATED ACTION.

Governing Law and Venue

This TOS is governed by the laws of the State of California, United States of America, without reference to its principles of conflict of laws. The Content may not be used or accessed from or in any jurisdiction that does not give effect to all provisions of this TOS, including without limitation this paragraph. Subject to the arbitration requirements set forth above, any claim, suit, or other proceeding arising under or in connection with this TOS shall be brought

The relationship between You and Carta under this TOS is that of independent contractors, and nothing herein or in Your use of the Content shall be construed as creating any joint venture, partnership, employment, or agency relationship.

Security and Compliance

Carta reserves the right to view, monitor, and record Your activity on the Content without notice or permission from You. Carta's provision of the Content is subject to existing laws and legal process, and nothing contained herein shall restrict or reduce Carta's ability to comply with governmental, court, and law enforcement requests or requirements involving Your use of the Content or information provided to or gathered by Carta with respect to such use.

Export Controls

You represent and warrant that You are not: (a) located in a country that is subject to a U.S. government embargo; or, (b) listed on any U.S. government list of prohibited or restricted parties. You hereby agree that (i) You will comply with all applicable sanctions and export control laws, and (ii) You are solely responsible for ensuring that the Content is used, disclosed, and/or accessed only in accordance with all applicable sanctions and export control laws.

Severability and Waiver

If any part of this TOS is determined to be invalid or unenforceable pursuant to court order or other operation of applicable law, such provision shall be deemed severed from this TOS, and the remainder of this TOS shall continue in full force and effect to the maximum extent permitted under applicable law.

Failure to insist on strict performance of any of this TOS will not operate as a waiver of any subsequent default or failure of performance. No waiver by Carta of any right under this TOS will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

Injunctive Relief

You acknowledge that any breach, threatened or actual, of this TOS would cause irreparable injury to Carta not readily quantifiable as money damages, such that Carta would not have an

without the necessity of posting bond or other security.

Changes to Terms

Carta reserves the right to change the terms and conditions of this TOS by posting a revised set of terms, or mailing and/or emailing notice thereof to You (or such other method as may be required by applicable law). In addition, Carta may add, modify, or delete any aspect, component, or feature of the Content, but Carta is not under any obligation to provide any upgrade, enhancement, or modification. Your continued use of the Content following any announced change will be deemed as conclusive acceptance of any change to the TOS. Accordingly, please review the TOS on a periodic basis.

Contact Us

If You have any questions or comments regarding this TOS, please contact Carta at the [Carta Help Center](#).

ADDITIONAL PRODUCTS

Deal Closings

Scenario Modeling

IPO Advisory

Portfolio Insights

Waterfall Modeling

Distributions

FEATURED BLOGS

What is a 409A valuation?

What is a cap table?

What are advisory shares?

What are stock options?

How are stock options taxed?

Exercising stock options

Pre-money vs post-money SAFEs

PARTNERS

Why Partner?

Become a Partner

Law Firms

Venture Capital

Private Equity

Accelerators

Partner Resources

Startup Stack

COMPANY

About us

Executive team

Careers

Press

Support Documentation

Product release notes

LEGAL

Privacy Policy

Cookie Policy

Legal Disclosure

Terms of Service

E-sign Consent

[Do not share or sell my personal information \(cookie preferences\)](#)

SECURITY & TRUST

[Responsible Disclosure Policy](#)

[Cap Table: Data Privacy & Protection](#)

[Trust Center](#)



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