

AGREEMENTS

Terms of Service

This is an archived version of our Terms of Service.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

Welcome, and thank you for using Carta! When you use our products and services, you're agreeing to our terms, so please take a few minutes to read over the Terms of Service below.

Note: By registering as a user on <https://carta.com/> you are entering into a legally binding agreement with eShares, Inc. DBA Carta, Inc.

Terms of Service

These Terms of Service govern your access to and use of Carta at www.carta.com ("Website"), as well as the information and materials on this Website (collectively, the "Content"). If you are a paying customer of our services, you are also subject to the terms of the Master Subscription Agreement located [here](#). By accessing or using this Website, you agree that you have read, understood, and accept these Terms of Service, our Privacy Policy, and all other policies or notices posted by us on our Website. IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR CONTENT. This Website is operated by Carta. ("Carta" or "we" or "us").

Carta reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Service, at any time. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Service, Carta grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

Terms of Restrictions on Access and Use

regulations, and court orders.

Carta or its suppliers retain all right, title and interest (including all copyright, trade secret, patent and other rights) in and to the Website and Content which is included in the Website. If you give feedback on the Website, for example recommendations for improvements or features, such feedback will be deemed non-confidential and non-proprietary, and implementation of that feedback is owned by us and may become part of the Website without compensation to you. We reserve all rights in and to the Website unless we expressly state otherwise. The Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

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Except as expressly provided in these Terms of Service, no part of the Website and no Content may be copied, reproduced, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including mirroring) to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Carta’s express written consent.

You may download publicly-available Content on this Website only for your personal, non-commercial use, provided that: (i) you keep intact all copyright and other proprietary notices; and (ii) if your copying or use of copyrighted materials on this Website is other than “fair use” under federal copyright laws, you must seek permission directly from us.

Your access to and use of this Website and the Content may be terminated by us at any time without notice.

You may not do any of the following:

- Violate any copyrights, and other proprietary or intellectual property rights in this Website or the Content;
- 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 this Website or the Content;

inaccurate, harmful, obscene, or otherwise objectionable, including but not limited to any content that infringes on any intellectual property right or proprietary right; (b) viruses, Trojan horses or other harmful programs or material; or (c) not use any device, software or routine to interfere with the proper working of the Website, (d) advertising or promotional materials, “spam,” or any other form of solicitation;

- Misrepresent your affiliation with or impersonate any person or entity;
- Interfere with or disrupt this Website, including imposing an unreasonable or disproportionately large load on the infrastructure of the Website, or attempt to circumvent this Website’s security features;
- Remove or modify any copyright notices, other proprietary notices, or references to these Terms of Service in the Content or on this Website;
- Misrepresent the Content or this Website, or misinform others about the origin or ownership of the Content or this Website; and
- Probe, scan, or test the vulnerability of the Website or any network connected to the Website, nor breach the security or other authentication measures on the Website or any network connected to the Website.

User Content

If you establish an account on this Website, you are responsible for maintaining the confidentiality of your user ID and password, and you are responsible for all activities that occur under your password or user ID. You agree to: (i) log out from your account at the end of each session; and (ii) immediately notify Carta via the [Carta Help Center](#) of any unauthorized use of your password or user ID or any other breach of security.

You are responsible for all content that you transmit or otherwise make available to this Website. Your access to and use of this Website may be monitored, including but not limited to, for the purpose of identifying illegal or unauthorized activities.

All personally identifiable information collected from you is governed by our [Privacy Policy](#).

Sale of Services

We may offer for sale or download licenses to certain Carta products or services (“Services”). Your use of such Services will be subject to licensing terms applicable to such Services, or a separate written agreement between you and Carta. If you have previously purchased Services, those Services are subject to the terms and conditions of the Master Subscription

DISCLAIMERS AND LIMITATION OF LIABILITY

THIS WEBSITE AND THE CONTENT ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, AND MAY BE SUBJECT TO ERRORS, INACCURACIES OR OMISSIONS.

CARTA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THIS WEBSITE OR THE CONTENT, INCLUDING BUT NOT LIMITED TO THEIR COMPLETENESS, ACCURACY, TIMELINESS, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR FREEDOM FROM COMPUTER VIRUSES. YOUR ACCESS TO AND USE OF THIS WEBSITE AND THE CONTENT ARE AT YOUR SOLE RISK. CARTA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), LOSSES, CLAIMS OR LIABILITY, KNOWN OR UNKNOWN (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL, USE OR DATA), ARISING OUT OF THE USE OF (OR INABILITY TO USE) THIS WEBSITE, THE CONTENT, OR ANY THIRD-PARTY SITE LINKED TO THIS WEBSITE.

The above disclaimer applies to any damages liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or other cause of action.

Linking and Third Parties

This Website may include links to third-party sites, such as social media and file-sharing sites to distribute our Content. When you access these sites, you are subject to third-party terms of use and privacy/security policies, which we recommend that you review. We are not responsible for the accuracy, completeness, legality, practices, or availability of linked sites (including any related services, content, software applications, and other technologies). In addition, we are not responsible for any interruption of services, malfunctions, or security breaches involving these third-party sites. This product includes GeoLite2 data created by MaxMind, available from <https://support.carta.com/s/article/master-subscription-agreement>. References or links in this Website to any commercial products or services, or the use of any trade, firm or corporation name do not constitute endorsement by Carta.

General

they are provided, and nothing on this Website should be construed to alter such agreements.

You agree that Carta may, in its sole discretion and without prior notice, terminate your access to the Website and/or block your future access to the Website if we determine you have violated these Terms of Service or other agreements or guidelines which maybe be associated with your use of the Website. You also agree that any violation by you of these Terms of Service will constitute an unlawful and unfair business practice, and will cause irreparable harm to Carta, for which monetary damages would be inadequate, and you consent to Carta obtaining any injunctive or equitable relief that Carta deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Carta may have at law or in equity.

If any provision of these Terms of Service is unlawful, void or unenforceable, then that provision will be deemed severable from the remaining provisions and will not affect their validity and enforceability. The failure by Carta to enforce any provision in these Terms of Service will not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. California law, without regard to conflict of laws provisions, will govern these Terms of Service and any matter or dispute arising out of this Website or the Content. The state and federal courts located in San Francisco, California will have exclusive jurisdiction over any dispute relating to these Terms of Service, this Website or the Content. We will have the right to use for any purpose, free of charge, all information or content submitted via this site except those submissions made under separate legal contract.

Finally, Carta may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Website, or to identify, contact or bring legal action against Carta's rights or property of visitors to or users of the Website, including Carta's customers. Carta reserves the right at all times to disclose any information that Carta's deems necessary to comply with any applicable law, regulation, legal process or governmental request. Carta may also disclose your information when Carta determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

If you have any questions about these Terms of Service, please contact us at the [Carta Help Center](#).

Content last updated: March 6th, 2018.

(“Carta”) THAT APPLIES EACH TIME YOU USE OR ACCESS CARTA’S WEBSITE, ONLINE PLATFORM SERVICE, 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:

- (a) use the Content to create any service, software or documentation that performs substantially the same functionality as the Content or otherwise competes with or causes harm to Carta’s products, services, or other business operations;
- (b) 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;

- 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.

Your Account

You may be required to register an account to use the Content or certain features of the Content. Each registration is for a single natural person user only, unless otherwise expressly 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

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 implementation of its products, services, programs, and events; and (iii) Carta’s research, development, and other business operations.

In addition, You agree that You will not upload, post, display, or transmit any Submission(s) 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;

- (g) concentrates false advertising, false endorsements, or false claims, 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 will be no refunds, credits, or cancellations except as otherwise expressly disclosed at the time of purchase, indicated by Carta in writing, or as may be required under applicable law. All transactions are void where prohibited by law. Carta may request further information from You in order 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

expressly indicated at the time of purchase, all transactions noted 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

Certain services, features, or components made available via the Content are delivered by third-party providers. By using any feature, service, or functionality originating from the Content, You hereby acknowledge and consent that Carta may share information and data 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

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 updated from time to time), for a summary of Carta's policies and use practices regarding personally identifiable information.

Mobile Usage

The Content offers various tools or display functionality that are available to You via Your mobile phone or other mobile computing device. Please note that Your mobile carrier's normal messaging, data, and other rates and fees will apply to Your use of the Content. In addition, downloading, installing, or using the Content on Your mobile device may be prohibited or restricted by Your mobile carrier, and not all functionality on the Content will work with all carriers or devices or in all locations. Therefore, You are solely responsible for: (i) checking with Your mobile carrier to determine if the Content is available for Your mobile device(s); (ii) the restrictions, if any, that may be applicable to Your use of the Content; and (iii) determining and keeping track of the network and data fees or similar charges associated with such use.

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Proprietary Rights

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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

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.

IN NO EVENT SHALL CARTA BE LIABLE HEREUNDER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE), FOR ANY: (A) LOSS OR INACCURACY OF DATA, LOSS, OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, OR 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 OR PAYABLE 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 OR PAYABLE, 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.

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 at any time and on any grounds, including without limitation any reasonable belief of fraudulent or unlawful activity, to deny or suspend Your access to the Content or to any portion thereof in order to protect its name and goodwill, its business, the security and stability of the Content, and/or the rights of others. 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, licenses to Submissions, disclaimers of warranty and liability, limitations of liability, waiver and severability, entire agreement, indemnification rights, injunctive relief, and governing law will survive the termination of this TOS for any reason.

Carta reserves the right, in its sole discretion, to terminate or suspend Your access to the Content or any feature or portion thereof at any time, without notice to You, if Carta reasonably determines or suspects that You are in violation of this TOS.

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.

or California having jurisdiction over the applicable claims), 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 exclusively before the state and federal courts sitting in San Francisco, California and You consent to the exclusive jurisdiction of such courts for the final resolution thereof.

Independent Contractors

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

CONSENTS.

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 adequate remedy at law. You therefore agree that Carta shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any such breach of Your obligations, without the necessity of posting bond or other security.

Changes to Terms

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