



Terms of Service

Effective Date: September 17, 2025

THESE TERMS OF SERVICE (THE “TERMS”) FORM A LEGAL CONTRACT BETWEEN YOU (“YOU” OR YOUR “Your”) AND ESHARES, INC. d/b/a CARTA, INC. AND ITS AFFILIATES AND SUBSIDIARIES (TOGETHER, “CARTA”). THESE TERMS APPLY 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 READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, BECAUSE THEY GOVERN YOUR USE OF THE CONTENT AND ITS FUNCTIONALITY. IN PARTICULAR, THESE TERMS CONTAIN 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 THESE TERMS, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR USE THE CONTENT AND ARE INSTRUCTED TO EXIT AND/OR UNINSTALL THE CONTENT IMMEDIATELY.

WE MAY REVISE THESE TERMS FROM TIME TO TIME. WE WILL NOTIFY YOU OF ANY CHANGES BY POSTING THE NEW TERMS ON THIS PAGE WITH A NEW EFFECTIVE DATE, SO PLEASE REVIEW THESE TERMS ON A PERIODIC BASIS. IF YOU DO NOT AGREE TO THESE REVISED TERMS, YOU MUST STOP USING THE CONTENT. YOUR CONTINUED USE OF THE CONTENT AFTER THE POSTING OF ANY CHANGES CONSTITUTES THE ACCEPTANCE OF THOSE CHANGES.

License Grant and Restrictions

These Terms provide You with a personal, revocable, limited, non-exclusive, non-sublicensable, and non-transferable license to use and access the Content during the Term. This license is solely for Your personal, internal business use, conditioned on Your continued compliance with all provisions of these Terms. This includes any external terms and documentation linked or referenced herein.

When using the Content, You shall not directly or indirectly:

1. 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;
2. 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;



3. 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;
4. adapt, combine, create derivative works of, or otherwise modify the Content;
5. disable, circumvent, or otherwise avoid or undermine any security or authentication device, mechanism, protocol, or procedure implemented in the Content;
6. misrepresent Your affiliation with or impersonate any person or entity;
7. harass or abuse Carta personnel or representatives or agents providing services on behalf of Carta;
8. use or access the Content for any unlawful, fraudulent, deceptive, tortious, malicious, or otherwise harmful or injurious purpose;
9. remove, obscure, deface, or alter any proprietary rights notices on any element of the Content or accompanying documentation;
10. 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;
11. engage in any "data mining," "deep-link," "page-scrape," "crawls," or use "bots," "spiders," or similar data gathering and extraction tools or methods in connection with the Content (through use of manual or automated means);
12. use the Content or any data, output, or other information received or derived from the Content, to directly or indirectly create, train, test or otherwise improve any machine learning algorithms or artificial intelligence system, including but not limited to any architectures, models or weights. or
13. 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 of the legal age to enter into these terms. You agree to 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 will be bound to these Terms and be liable for any breach by You, and You represent that You have all rights, power, and authority to agree to these Terms 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 may also require access credentials, such as a username and a password, and You hereby agree to treat Your access credentials as confidential and not to disclose them to any third party. You must 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. 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 or terminate Your account and/or pending registration if Carta believes that any information You have submitted is or may be inaccurate or incomplete, or that Your registration, account, or use of the Content violates applicable law or these Terms.

Electronic Communications

Carta may send emails or other electronic messages to You. You agree that any electronic communications will constitute valid legal notices satisfying any requirement that notices be in writing.

Electronic Signature Consent

You agree Your electronic signature is the legal equivalent of Your manual signature. You further agree that Your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Carta, or in accessing or making any transaction regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes Your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by You in writing. You also agree that no certification authority or other third-party verification is necessary to validate Your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of Your E-Signature or any resulting contract between You and Carta. You further agree that each use of Your E-Signature in obtaining an account with Carta constitutes Your agreement to be bound by the terms and conditions of Carta's Terms of Service and Privacy Policy as they exist on the date of Your E-Signature.

Submissions

Certain features of the Content may permit You to provide requested information to 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.



You agree that this license includes the right for Carta to (i) analyze text and other information You provide and to otherwise provide, promote, and improve the Content, including, for example, for use with and training of our machine learning and artificial intelligence models, whether generative or another type; and (ii) to make information included in the Submissions available to other companies, organizations or individuals, for any reason. We may also collect, use, and share data that has been aggregated or anonymized in a manner that does not identify You personally for any purpose permitted under applicable law. This includes creating or using aggregated or anonymized data to develop new products or services, to facilitate research, and for analytics purposes to help assess the speed, accuracy, and/or security of our services. Carta will be the owner of all right, title and interest in and to aggregated or anonymized data. Your grant of license to copy, anonymize, aggregate, process, use and display Submissions shall survive the expiry or termination of these Terms. You agree that these additional uses are made with no compensation paid to You as the use of the Content by You is hereby agreed as being sufficient compensation for the grant of rights herein.

Carta may screen, review, edit, moderate, or monitor Your Submissions, but has no obligation to do so. Carta is not responsible for, and shall have no liability or responsibility for, Your or any other user's Submissions. You acknowledge and agree that Carta has 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 terms for purchase 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 indicated at the time of purchase by Carta in writing, or as 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 (including reasonable attorney's fees) incurred 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 these Terms.



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 payment method information that You provide to us; and (b) maintaining the confidentiality and security of Your account information and payment methods, which should not be disclosed 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://carta.com/legal/terms-agreements/master-subscription-agreement/>. In the event of any conflict or inconsistency between the terms of the MSA and these Terms 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 acknowledge and consent that information and data that You submit to Carta may be shared with the applicable third-party provider, 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 these Terms: (i) operate in addition to any terms of service imposed or required by any such third-party provider; and (ii) 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](#).

Carta uses Entrust for identity checks in connection with its regulatory and compliance requirements and by using the Content, You agree that You have read, understand, and accept the [Entrust Identity Verification Services Facial Scan and Audio Recording Policy](#), the [Entrust Identity Verification Services Product Privacy Notice](#) and the [Entrust Terms of Service](#).

Data Privacy

You agree that use of and access to the Content may require You to provide (and that we may use and disseminate) personally identifiable information, including Your 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 and display functionality that are available to You via Your mobile phone or other mobile computing device. 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. You agree that 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 on



Your mobile device; and (iii) determining and keeping track of the network and data fees or similar charges associated with such use.

Additional Terms and Conditions for Apple Users

NOTE – The terms and conditions of this paragraph apply to You only if You downloaded Carta’s mobile app through Apple Inc.’s App Store. You acknowledge that these Terms are between You and Carta, and that Apple Inc. (“Apple”) bears no responsibility for the Content. The license grant under these Terms with respect to Carta’s mobile app is a non-transferable license to use the Content on any Apple-branded products that You own or control as permitted by these Terms and the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the app may be accessed and used by other accounts associated with You via “Family Sharing” (as defined in the Apple Media Services Terms and Conditions) or volume purchasing. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Content. In the event of any failure of Carta’s mobile app to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price (if any) of the app to You; provided that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the app. Apple is not responsible for addressing any claims by You or a third party relating to the Content or Your use of the Content, including without limitation: (i) product liability claims; (ii) any claim that the Content fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. In the event of any third-party claim that Carta’s mobile app or Your possession and use thereof infringes a third party’s intellectual property rights, Apple will not be responsible for any investigation, defense, settlement, or discharge thereof. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third-party beneficiary thereof.

Proprietary Rights

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You agree that You do not acquire, and Carta does not grant You, any ownership rights in any part of the Content under these Terms or through Your use of the Content.



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 these Terms, (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. 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 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 THESE TERMS, THE FOREGOING DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Term, Termination, and Suspension

These Terms take effect (or re-take effect) at the moment You first access or use the Content. Carta reserves the right, in its sole discretion and at any time, to deny, terminate, or suspend Your access to the Content or any portion thereof. Additionally, Carta may, in its sole discretion and at any time, remove and discard any materials within the Content or discontinue providing all or any part of the Content with or without notice. You agree that any suspension or termination of Your access to the Content under any provision of these Terms 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.

These Terms will terminate automatically if You fail to comply with any provision hereof, subject to the survival rights of certain provisions identified below. You may also terminate these Terms at any time by ceasing to use the Content, but each re-access or renewed use of the Content will reapply these Terms to You. Upon termination or expiration of these Terms 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 these Terms 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 these Terms for any reason.

Arbitration

In the event the parties hereto are not able to resolve any dispute between them arising out of or concerning these Terms, 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. This arbitration will be 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 these Terms for any reason.

Notwithstanding the foregoing, Carta may: (i) bring a claim for injunctive relief or other equitable relief against Your violation of these Terms in any court of competent jurisdiction; or (ii) bring a suit or other legal proceeding to enforce these Terms 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 THESE TERMS OR YOUR USE OF THE CONTENT. YOU MAY NOT BRING ANY CLAIM, SUIT, OR OTHER PROCEEDING TO ENFORCE THESE TERMS AS THE MEMBER OF ANY CLASS OR AS PART OF ANY SIMILAR COLLECTIVE OR CONSOLIDATED ACTION.

Complaints Procedure (APPLICABLE TO UNITED KINGDOM CUSTOMERS ONLY)

Carta handles all complaints with the utmost diligence, transparency and objectivity, and will communicate its response to You in writing, in a plain and understandable wording, within 20 business days from receipt of the complaint. Data and information concerning all complaints received are stored in the Complaint Registry kept by Carta. The rights set forth by the relevant laws and regulations on processing personal information are hereby acknowledged.

In case You do not receive any answer or if the answer is not deemed satisfactory, You are entitled to ask Carta to re-evaluate its response by escalating the complaint up to Carta's senior management level. Such request should be made by post/courier specifying (i) the legal name of the Carta's office with the mention "*to the attention of the Senior Management*" and (ii) the registered address of the Carta's office.

Governing Law and Venue

These Terms are 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 these Terms, 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 these Terms 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 these Terms 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

You acknowledge and agree that 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 these Terms is determined to be invalid or unenforceable pursuant to court order or other operation of applicable law, such provision shall be deemed severed from these Terms, and the remainder of these Terms shall continue in full force and effect to the maximum extent permitted under applicable law.

Failure to insist on strict performance of any of these Terms will not operate as a waiver of any subsequent default or failure of performance. No waiver by Carta of any right under these Terms 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 these Terms 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

Carta reserves the right to change the terms and conditions of these Terms 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 these Terms. Accordingly, please review these Terms on a periodic basis.

Contact Us

If you have any questions or comments regarding these Terms, please contact Carta at the [Carta Help Center](#).