

Terms of Service

Last updated: January 7, 2020

These Terms of Service ("Terms") govern your use of and access to products, tools, features and services available through <http://www.kudurrustone.com> (the "Service(s)") operated by Kudurru Stone Meridian, IDAHO ("KudurruStone", "Kudurru Stone", "us", "we", or "our").

By using or accessing our Services, you ("User", "you") agree to be bound by these Terms and our Privacy Policy (collectively, this "Agreement"). If you are signing up and using the Services for an organization, you're agreeing to this Agreement on behalf of that organization, and represent and warrant that you can do so.

If you don't agree to all the terms in these Terms of Service and Privacy Policy, you may not use or access the Services.

1. About KudurruStone.

1.1. We are providing online based software for managing land surveyors business. Through our Service, multiple Users can manage their clients, projects, project tasks, employee time, employee scheduling, and general company administration. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services.

The type and number of tools and features of the Services will depend on the chosen subscription plan, with limited possibility of free Service as stated in Section 2. of these Terms.

1.2. The service is available for an individual or for multiple users - after registering for our Services, you will be able to add additional users and appoint them to different security levels within the Services (administrators, basic users, etc).

1.3. By registering for our Services, you will be provided access to different features of the Software, depending on the chosen subscription plan ("Subscription")

1.4. For Land Surveyors Companies. The Services are intended for registered Land Surveyors Companies. By using our Services, you represent that you fulfill above mentioned conditions, that you are able to do so in the name of the Company you represent, and that you are allowed to enter in a binding agreement with KudurruStone.

1.5. We reserve the right to make updates or modification to the Service from time to time. If we determine that any modification may result in reduction in the Services' functionality or features, we will notify all Users via email **in 3 days** advance.

2. Free Trials, Subscription Fees

2.1. Free Trials. We may, at our sole discretion, offer a paid Subscription with a free trial for a limited period of time ("Free Trial"). At any time and without notice, we reserve the right to: (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Upon the expiration of the Free Trial period, you will only be able to access and use those features of the Services which are offered for free, unless you subsequently upgrade to a paid Subscription of the Service.

- 2.2. Fees. Users who wish to register more users within their Account will be paying applicable fees. Fees will vary depending on the User Type of each user. All the User fees will be applied in accordance with our Pricing policy in effect of the moment of registration. Users are responsible for all taxes (excluding taxes on Kudurru's net income) and Kudurru Stone will charge tax when required to do so by law.
- 2.3. Invoices for the current period will be automatically generated and will appear on your Account (Home/Administration/Company administration). You will be automatically invoiced on the first day of every month for the preceding month, and the invoices will be calculated on "pro rat" method – based on the number of days in the month each user was active. We'll automatically charge you the applicable amount using the payment method you setup under your company account settings.
- 2.4. At the end of each month, your Subscription will automatically renew under the exact same conditions unless you cancel or modify it or KudurruStone cancels it. Your renewal period will be equal in time to the renewal period of your current subscription. For example, if you're on a monthly Subscription plan, each billable renewal period will be for one month.
- 2.5. Refunds. While you may cancel any Subscription at any time, we do not offer refunds. However, we reserve the right to, in our sole discretion; decide upon requests for refunds on case by case basis. In that case, we can provide credits for subsequent use, and not only to give money back.
- 2.6. Upgrading and Downgrading. Any upgrade or downgrade in User Type will result in new Fees being added/removed from your monthly invoice. Downgrading your User Types may cause the loss of features or capacity of your Account. You agree that we are not liable for such loss.
- 2.7. Cancellation and Termination. You are solely responsible for properly canceling your Subscription Plan. You can cancel your Subscription at any time through the Service. Once the Subscription is changed, all users included in the current Subscription will become inactive.

We will keep your data on our servers for the period of two years after termination of your Account or downgrading of Subscription.

3. Access to our Services and Use by Authorized Users

- 3.1. To access our Services you first must create an Account and choose the Subscription plan. You agree to provide us with accurate, complete and updated information for your Account, since we will use this information to contact you.
- 3.2. The person registering for an Account will receive a Primary User position within the system, and be allowed to add more users as explained in Section 1.4.
- 3.3. After providing required information for your Account and accepting our Terms of Service and Privacy Policy, you will receive a confirmation email.
You are responsible to keep your password confidential and are fully responsible for all activities that occur under your Account. You agree to immediately notify KudurruStone

of any unauthorized use of your password or Account or any other breach of security. You agree that KudurruStone will under no circumstances be liable for any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your password.

- 3.4. Authorized Users.** Only the specific individuals for whom you have paid the required Fees and whom you designate through the applicable Services (“Authorized Users”) may access and use the Services.

Some features of the Services may allow you to designate different types of Authorized Users, in which case pricing and functionality may vary according to the type of the Authorized User. Authorized Users may be your employees, accountants, representatives, consultants, contractors, agents, or other third parties who are acting for your benefit or on your behalf.

You will be able to increase the number of Authorized Users permitted to access your instance of the Services by selecting a new Subscription plan. In all cases, you must pay the applicable Fee for the increased number of Authorized Users which will appear on the automatically generated invoice within your Account.

- 3.5. Primary users – Account holders** are responsible for compliance with this Agreement by all Authorized Users. All use of Services by you and your Authorized Users must be within the terms set in the Agreement.

4. Content (User Content and Website Content)

- 4.1. User Content.** By accessing our Services, you will be allowed to allocate certain Content to your Account. “User Content” means any and all information, data, code, video, images, text, documents or other materials of any type that you upload, post, email, transmit, submit or otherwise make available to or through the Service.

- 4.2.** All Content is the sole responsibility of the User from whom such User Content originated. This means that you are entirely responsible for all Content that you upload, post, email, transmit, submit or otherwise make available via the Service. KudurruStone will not be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content uploaded, posted, emailed, transmitted, submitted or otherwise made available via the Service.

- 4.3.** Please use our Services only to allocate the User Content you’re allowed to use. You represent that you own all rights to your User Content or otherwise have (and will continue to have) all rights and permissions to legally use, share, display, transfer and license your User Content via the Services. If we use your User Content in the ways contemplated in this Agreement, you represent that such use will not infringe or violate the rights of any third party, including without limitation any copyrights, trademarks, privacy rights, publicity rights, contract rights or any other intellectual property or proprietary rights. Content on the Services may be protected by others' intellectual property or other rights, so please don't copy, upload, download or share content unless you have the right to do so.

- 4.4.** The User Content will stay within your property. However, by registering for our Services, you grant to KudurruStone a perpetual, irrevocable, royalty-free, worldwide,

non-exclusive right and license, including the right to grant sublicenses to third parties, to use **the User Content you provided for the purposes of providing and improving Services (including, but not limited to, storing and copying User Content in order to display it to different users, make backups, transmit User Content).**

- 4.5. If you send us any feedback or suggestions regarding the Service, you grant KudurruStone all rights to use such feedback or suggestions for any purpose without any obligation to you and free of charge.
- 4.6. **Website Content.** Except if in these Terms otherwise noted, the information, materials (including, without limitation to, HTML, text, audio, video, data sheets, Services descriptions, software and FAQs and other content) available on this Website and/or the Service (collectively, "Website Content") are the copyrighted works of KudurruStone and its licensors, and KudurruStone and its licensors expressly retain all right title and interest in and to the Website Content, including, without limitation, all intellectual property rights therein and thereto. Except as expressly permitted in these Terms of Service, any use of the Website Content may violate copyright and/or other applicable laws.
- 4.7. **Limited License.** Upon proper registration and opening of an Account, and subject to all of the terms set in these Terms of Service, KudurruStone hereby grants to you the personal, limited, non-transferable right and license to use the Service and Website Content, solely for your own internal business purposes in connection with the Services, until either you or KudurruStone elect to terminate such right in accordance with these Terms of Service.

5. User Conduct.

- 5.1. Account and use of the Services. You may use your Account for the Services only in accordance with these Terms of Service and only for lawful purposes. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the Service.
- 5.2. Prohibited Conduct. It is specifically prohibited to use the Website or the Services for:
 - (i) posting any (1) information which is incomplete, false, inaccurate or not your own, (2) trade secrets or material that is copyrighted or otherwise owned by a third party unless you have a valid license from the owner which permits you to post it, (3) material that infringes on any other intellectual property, privacy or publicity right of another, (4) advertisement, promotional materials or solicitation related to any product or service that is competitive with our products or services or (5) software or programs which contain any harmful code, including, but not limited to, viruses, worms, time bombs or Trojan horses;
 - (ii) impersonating another person;
 - (iii) engaging in or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any city, state, national or international law or regulation, or which fails to comply with accepted Internet protocol;
 - (iv) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
 - (v) attempting to interfere with the function of the Website, the Service, host or network, including,

without limitation, via means of submitting a virus to the Website, overloading, "flooding", "mailbombing", "crashing", or sending unsolicited e-mail, including promotions and/or advertising of products or services; or (vi) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of the Website's or KudurruStone's system or network security may result in civil or criminal liability.

6. Payments

- 6.1.** We use Stripe a third party payment processor (the "Payment Processor") to bill you through a payment account linked to your Account. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor, in addition to this Agreement. We don't control and are not liable for the security or performance of the Payment Processor. You agree to pay us, through the Payment Processor, all charges at the prices then in effect for any purchase in accordance with the applicable payment terms. You agree to make payment using the payment method you provide with your Account. We reserve the right to correct, or to instruct our Payment Processor to correct, any errors or mistakes, even if payment has already been requested or received.
- 6.2.** Fees for Third Party Services. Third Party Services purchased via the Services may be subject to different refund policies that those Third Party Services determine, and they may be non-refundable. The purchase terms and conditions for such Third Party Services will be displayed during the purchase process, such as through a link to the purchase terms and conditions. It's your responsibility to verify your ability to purchase, cancel or obtain a refund for a Third Party Service. We don't offer refunds for purchases of Third Party Services.

7. Disclaimer of Warranties. The Services are provided "as is."

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR COURSE OF PERFORMANCE.

WE, OUR SUBSIDIARIES, AFFILIATES, AND OR LICENSORS DO NOT WARRANT THAT A) THE SERVICE WILL FUNCTION IN A TIMELY MANNER, ERROR-FREE, UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; B) ANY ERRORS OR DEFECTS WILL BE CORRECTED; C) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS.

We reserve the right to, at any time, in our sole discretion, and without liability or notice to you (except where prohibited by law): (a) change the Services and their functionality; (b) restrict access to or use of parts or all of the Services; (c) suspend or discontinue parts or all of the Services; (d) terminate, suspend or restrict your access to or use of parts or all of the Services; (e) terminate, suspend or restrict access to your Account or Your Sites; and (f)

change our eligibility criteria to use the Services (and if such eligibility criteria changes are prohibited by law where you live, we may revoke your right to use the Services in that jurisdiction).

8. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL KUDURRUSTONE BE LIABLE WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT FOR:

(A) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR OTHER INTANGIBLE LOSSES; (C) ANY DAMAGES RELATED TO YOUR ACCESS TO, USE OF OR INABILITY TO ACCESS OR USE THE SERVICES OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION INTERRUPTION OF USE OR CESSATION OR MODIFICATION OF ANY ASPECT OF THE SERVICES; (D) ANY DAMAGES RELATED TO LOSS OR CORRUPTION OF ANY CONTENT OR DATA, INCLUDING WITHOUT LIMITATION USER CONTENT DATA; (E) ANY USER CONTENT OR OTHER CONDUCT OR CONTENT OF ANY USER OR THIRD PARTY USING THE SERVICES, INCLUDING WITHOUT LIMITATION DEFAMATORY, OFFENSIVE OR UNLAWFUL CONDUCT OR CONTENT; OR (F) ANY THIRD PARTY SERVICES OR THIRD PARTY SITES ACCESSED VIA THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATED LIABILITY OF KUDURRUSTONE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES AND THIS AGREEMENT EXCEED THE GREATER OF TWENTY DOLLARS (\$20) OR THE AMOUNTS PAID BY YOU TO KUDURRUSTONE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- 9. Indemnification.** To the fullest extent permitted by law, you agree to indemnify and hold harmless KudurruStone from and against all damages, losses and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to:
- (a) your breach of this Agreement;
 - (b) your User Content;
 - (c) any claims from your end Users; and
 - (d) your violation of any law or regulation or the rights of any third party.

10. Dispute resolution.

You agree that prior to filing any claim against KudurruStone relating to or arising out of these Terms you will first contact us at support@kudurrustone.com to provide us with an effort to resolve the issue in an informal manner.

We'll try to resolve the dispute informally by following up via email, phone or other methods. If we can't resolve the dispute within thirty (30) days of our receipt of your first email, you or KudurruStone may then bring a formal proceeding.

11. Privacy Policy. Our Privacy Policy explains how we collect, use and share your information. By using the Services, you agree to our collection, use and sharing of information as set forth in the **Privacy Policy**.

12. Trademarks. All trademarks, service marks and logos included on the Website ("Marks") are the property of KudurruStone or third parties, and you may not use such Marks without the express, prior written consent of KudurruStone or the applicable third party.

13. Termination of account (deletion of the User Content)

This Agreement will remain in effect until terminated by either you or us. To terminate this Agreement, you may contact us and notify us that you want to stop using the Services. We reserve the right to suspend or terminate the Services at any time at our sole discretion and without notice. For example, we may suspend or terminate your use of the Services if you're violating these Terms. All sections of this Agreement that by their nature should survive termination - shall survive termination, including, without limitation User Content, Intellectual Property, Disclaimers of warranty, Limitation of Liability, Indemnification, Dispute Resolution and Governing Law.

14. Copyright Policy. We respect the intellectual property rights of others, and respond to any claim that content posted on the Service infringes the copyright or other intellectual property infringement ("Infringement") of any person. If you are a copyright owner, or authorized on behalf of one, and you believe that the content posted on our Website or through the Services has been copied in a way that constitutes copyright infringement, you must submit your notice in writing to the attention of "Copyright Infringement" of support@kudurrustone.com and include in your notice a detailed description of the alleged Infringement. You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing your copyright.

15. Intellectual Property

The Service and its original content (excluding User Content), features and functionality are and will remain the exclusive property of KudurruStone and its licensors. The Service is protected by copyright, trademark, and other laws, and our trademarks may not be used in connection with any product or service without the prior written consent of KudurruStone.

16. Links to other websites

Our Services may contain links to third-party web sites or services that are not owned or controlled by Us. We have no control over, and assume no responsibility for, the content,

privacy policies, or practices of any third party websites or services. You further acknowledge and agree that Kudurrustone shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

17. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Service.

18. Governing law. These Terms of Service will be governed by and construed in accordance with the laws of the State of Idaho, without reference to its conflict of laws principles. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of a court of competent jurisdiction located in Ada County, IDAHO, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

19. Contact us! If you have any questions about these Terms or our services, please contact us via email at contactus@kudurrustone.com.