Last updated: October 20th, 2023

Terms of Service

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH GRAVITY DIGITAL PTE. LTD., OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of products and services through https://bluetally.com (the "**Site**"). These Terms are subject to change by Gravity Digital Pte. Ltd. (referred to as "**BlueTally**", "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion.

Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes. Our policies may change as we learn more about use of our models.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products or services through this Site.

1. Order Acceptance and Cancellation

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us, or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the products or services you have ordered.

2. Prices and Payment Terms

a. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Posted prices do not include taxes. All such taxes and charges will be added to your order total and will be itemized in your shopping cart and your order confirmation email. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and service availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. You will provide complete and accurate billing information including a valid and authorized payment method. We will charge your payment method on an agreed-upon periodic basis, but may reasonably change the date on which the charge is posted. You authorize BlueTally and its affiliates, and our third-party payment processor(s), to charge your payment method for any fees due.

b. Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

c. We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

d. We may offer, from time to time, promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

e. Terms of payment are within our sole discretion and payment must be received by us before we accept an order. We accept most major credit cards for purchases. You represent and warrant that (i) the credit card information you supply to us and/or our payment processors is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

f. We reserve the right to modify the scope, availability or impose any usage restrictions on our service, regardless of what was previously committed at the time of subscription. These changes will be made according to our service capacity to safeguard the interests of all users and to ensure uniform access to the service. We take this step to protect the quality of our service.

g. Price Changes. We may change our prices by posting notice to your account and/or to our website. Price increases will be effective 14 days after they are posted, except for increases made for legal reasons or Services in the Beta stage, which will be effective immediately. Any price changes will apply to the fees charged to your account immediately after the effective date of the changes.

3. Beta Services

BlueTally makes no representations or warranties for services in Beta stage, including any warranty that services in Beta stage will be generally available, uninterrupted or error-free, or that content will be secure or not lost or damaged.

Except to the extent prohibited by law, BlueTally expressly disclaims all warranties for services in Beta stage, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

4. Returns and Refunds

The products and services on the Site are sold as final sale or non-returnable. We reserve the right to analyze returns, refunds, or cancellations on a case-by-case basis.

5. Prohibited Uses

BlueTally prohibits the use of our software, tools, and services for:

a. Illegal activity.

b. Child sexual abuse material or any content that exploits or harms children.

c. Content that expresses, incites, or promotes hate based on identity.

d. Content that intends to harass, threaten, or bully an individual.

e. Content that promotes, encourages, or depicts acts of self-harm, such as suicide, cutting, and eating disorders.

f. Content related to adult content, adult industries, or pornography.

g. Content that in any way violates applicable privacy law to you or us.

h. Content that is considered classified, sensitive, or related to the national security of any country or nation.

i. Content that in any way violates an agreement between you and any third party, including, but not limited to, any agreement with a governmental authority.

j. Content that in any way violates any applicable national or international law or regulation.

k. Content, including images or objects of people without their consent.

l. Any content, images or objects to which you do not hold appropriate usage rights.

6. Warranty and Disclaimers

ALL PRODUCTS AND SERVICES OFFERED ON THIS SITE ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD

PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF ANY THIRD PARTY ´S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

7. Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

The limitation of liability set forth above shall only apply to the extent permitted by law.

8. Use of Services

You represent and warrant that you are buying products or services from the Site for your own personal or commercial use only, and not for resale. You represent any and all commercial use of products or services will not include the resale of any of our services. You further represent and warrant that all purchases will not be used in countries or regions subject to sanctions as set forth in section 21.

9. Use of Services

You may access, and we grant you a non-exclusive right to use, the Services in accordance with these Terms. You will comply with these Terms and all applicable laws when using the Services. We and our affiliates own all rights, title, and interest in and to the Services. For more information, consult our End User License Agreement, https://bluetally.com/eula.

10. Services

We reserve the right to withdraw or amend our Service, and any service, module, or material we provide via our Service, in our sole discretion without notice. We will not be liable if for any reason all

or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users.

11. Feedback

We appreciate feedback, comments, ideas, proposals and suggestions for improvements ("Feedback"). If you provide any of these things, we may use it without restriction or compensation to you. You agree that any intellectual property rights, if any, that may arise as a result of Feedback will be retained by us at all times.

12. Restrictions

You may not (i) use the Services in a way that infringes, misappropriates or violates any person's rights; (ii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services (except to the extent such restrictions are contrary to applicable law); (iii) use the Services with the objective of developing models, software, or services that compete with BlueTally; (iv) use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, or web data extraction; You will comply with any requirements in our documentation. You may use Services only in geographies currently supported by BlueTally.

13. Content

You may provide input to the Services, such as information related to tangible and intangible assets, as well as information related to the people in charge of those assets, ("Input"), and receive output generated and returned by the Services based on the Input ("Output"), such as such as dashboards and other user-oriented reports.

Input and Output are collectively "Content". Licenses regarding Content are referenced in our End User License Agreement, https://bluetally.com/eula. BlueTally may use Content to provide and maintain the Services, comply with applicable law, and enforce our policies. You are responsible for Content, including for ensuring that it does not violate any applicable law or these Terms.

In the event you input third party API keys into our Service, you are responsible for providing API keys with read-access only, as well as ensuring that providing the API keys does not violate any obligation you might have with any third party, any applicable law or these Terms.

14. User Accounts

To submit information to and otherwise use our Service, you must first register by creating a User Account. User Account registration requires you to submit to Provider certain personal information, such as your name, email address, and other information. If you choose to set up your User Account

to electronically pay for certain fee-based Services, you will also be required to provide a valid payment method.

You grant Us the right to provide any information you submit to Us to third parties for purposes of facilitating the completion of any financial transactions initiated by you or on your behalf.

You are responsible for safeguarding the password that you use to access your User Account, and it is recommended that you choose a strong password with sufficient length and complexity such that third parties will not readily guess your password.

You should take measures to maintain and preserve the confidentiality of the username and password associated with your User Account, and you must notify Us promptly of any unauthorized use or suspected breach of security of your User Account. BlueTally shall not be liable for any losses that may result from any unauthorized use of your User Account or failure to maintain appropriate confidentiality measures.

You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your User Account, whether or not you have authorized such activities or actions. BlueTally owns your User Account credentials and may revoke or change them at any time.

In the event you have API access to our service, you are responsible for safeguarding the assigned API key. You should take measures to maintain and preserve the confidentiality of the API key associated with your User Account, and you must notify Us promptly of any unauthorized use or suspected breach of security of your API key. BlueTally shall not be liable for any losses that may result from any unauthorized use of your API key or failure to maintain appropriate confidentiality measures.

You agree not to disclose your API key to any third party and to take sole responsibility for any activities or actions under your API key, whether or not you have authorized such activities or actions. BlueTally owns your API key and may revoke or change it at any time.

15. Accuracy

To provide the Services, We may use algorithms, machine learning and other technologies which are rapidly evolving fields of study. We are continuously improving our Services to make them more reliable, accurate, safe and beneficial. Given the probabilistic nature of these technologies, use of our Services may in some situations result in incorrect Output that does not accurately reflect your expectation based on Input. You should evaluate the accuracy of any Output as appropriate for your use case.

16. Termination; Suspension

These Terms take effect when you first use the Services and remain in effect until terminated. You may terminate these Terms at any time for any reason by discontinuing the use of the Services and Content. We may terminate or suspend your account and bar access to the Services immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

We may suspend your access to the Services if you do not comply with these Terms, if your use poses a security risk to us or any third party, or if we suspect that your use is fraudulent, illegal, unethical or could subject us or any third party to liability. Once these Terms are terminated, we will discontinue providing the Service and will not retain any of your data beyond the termination date.

17. Relationship of the Parties

The terms outlined in this document do not create a partnership, joint venture or agency relationship between you and BlueTally.

18. Use of Brands

You may not use BlueTally's or any of its affiliates' names, logos, or trademarks, without our prior written consent.

19. Privacy

We respect your privacy and are committed to protecting it. Our Privacy Policy, https://bluetally.com/privacy, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

20. Copyright Complaints

If you believe that your intellectual property rights have been infringed, please send notice to the address below or fill out this form. We may delete or disable content alleged to be infringing and may terminate accounts of repeat infringers.

Gravity Digital Pte. Ltd.
68 Circular Road, #02-01
049422 Singapore
Attn: General Counsel

To be effective, the notification must be in writing and contain the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; a description of the copyrighted work or other intellectual property that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website, with enough detail that we may find it on the Website; your address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

21. Export Controls

The Services may not be used in or for the benefit of, exported, or re-exported (a) into any country embargoed or sanctioned by the United States, the European Union, or Singapore (collectively, the "Embargoed Countries") or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, any other restricted party lists (existing now or in the future) identified by the Office of Foreign Asset Control, or the U.S. Department of Commerce Denied Persons List or Entity List, or any other restricted party lists (collectively, "Restricted Party Lists").

You represent and warrant that you are not located in any Embargoed Countries and not on any such restricted party lists. You must comply with all applicable laws related to Embargoed Countries or Restricted Party Lists, including any requirements or obligations to know your end users directly.

22. Compliance

You represent you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with the use of our Services. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, Customer will use reasonable efforts to promptly give us notice.

23. Force Majeure

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

24. Third Party IP

All third-party products, company names and logos are trademarks or registered trademarks and remain the property of their respective holders. Use of them does not imply we have any affiliation with them or endorse them. All references by us to third party trademarks are intended to constitute nominative fair use under applicable trademark laws.

25. Governing Law and Jurisdiction

This Site is operated from the country of Singapore. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of Singapore without giving effect to any choice or conflict of law provision or rule (whether of Singapore or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than those of Singapore.

26. Dispute Resolution and Binding Arbitration

a. YOU AND GRAVITY DIGITAL PTE. LTD. ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

b. The arbitration will be administered by the International Chamber of Commerce ("**ICC**") in accordance with the International Chamber of Commerce Rules (the "**ICC Rules**") then in effect, except as modified by this Section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. We will be responsible for paying any individual consumer's arbitration fees if you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

c. You agree to arbitration on an individual basis. In any dispute, **NEITHER YOU NOR GRAVITY DIGITAL PTE. LTD. WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

27. Assignment

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

28. No Waivers

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Gravity Digital Pte. Ltd.

29. No Third-Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

30. Notices

a. **To You.** We may provide any notice to you under these Terms by (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

b. **To Us.** To give us notice under these Terms, you must contact us by personal delivery, overnight courier, or registered or certified mail to Gravity Digital Pte. Ltd., 68 Circular Road, #02-01, 049422 Singapore. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are received. Notices provided by registered or certified mail will be effective three business days after they are received.

31. Severability

If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

32. Entire Agreement

These Terms, the license agreement relating to any product or service you obtain on or through this Site, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.