

## Terms of Service for Users

Welcome to Simplicity! Simplicity is an application that connects municipalities with their residents by allowing them to share updates and bring attention to their concerns or initiatives. Our mission is to give everyone a chance to be heard and informed about the place they live in! When you, as the user (“**you**”/“**User**”), use our free Application, you’re agreeing to our Terms of Service, so please take a moment to read over these Terms of Service (the “**Terms**”).

These Terms govern your access to and use of our services for communication between public institutions such as municipalities and the public (the “**Services**”) provided by Simplicity Tech, Inc., with its address at 535 Mission Street, 14th Floor San Francisco, California 94105, United States (“**Simplicity**”, “**we**” or “**us**”) via the application Simplicity (the “**Application**”). The individuals that use the Application as members of the public such as residents of certain municipalities will be further referred to as “**Residents**”. By using our Services, you agree that you have read, understood, and accepted these Terms. IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

The User of our Application is the public institution such as municipality (the “**Municipality**”) and these Terms constitute a binding, legal contract between the Municipality and Simplicity. By accessing or using our Services, you represent that: (i) you are an employee or other authorized representative of such Municipality; (ii) you have the authority to perform the act you are completing on behalf of such Municipality (e.g. entering into agreement with us) and to so bind the Municipality and any other authorized personnel, as applicable; and (iii) you accept these Terms on behalf of yourself and the Municipality and, where applicable, other authorized personnel for whom you are acting. If any of these statements are incorrect or untrue, or if you do not accept these Terms, then you should not use our Services, set up a User Account for yourself or others, as applicable, or otherwise use the Application.

These Terms were last updated on 09-14-2021.

Simplicity reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of the Services following the posting of changes will mean that you accept and agree to the changes.

### Scope of Services

Simplicity will provide you with our Services as they are described on our website <https://onesimplicity.com/> (the “**Website**”). Simplicity provides the Services and the Application to the Municipality free of charge for indefinite period.

The Services may consist of the following features, subject to availability and future changes:

- Online administrative interface to manage the settings of the Application (the “**Admin Interface**”) that we will make available to you on the basis of a User account (the “**User Account**”). The User Account may only be created with the official Municipality email domain. You will be able to create multiple sub-accounts under your User Account for your personnel in the Admin Interface.
- Availability of the Application to the Residents who may view updates, posts and/or other information provided through the Application.
- Automatic scraping of the Municipality's websites and social media profiles by Simplicity to create and publish updates relevant to the Residents related to the Municipality.

Simplicity reserves the right to update, change or discontinue certain features in its sole discretion. Should such change materially affect the Services, we will attempt to inform you in advance if possible.

### **User Account**

You are responsible for maintaining the confidentiality of your User Account and sub-accounts and all passwords, including but not limited to the restriction of access to your computer and/or accounts. You agree to accept responsibility for any and all activities or actions that occur under your User Account, sub-accounts and/or password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your User Account.

You may not use as a username the name of another person or entity that is not lawfully available for use, or a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

### **Intellectual Property**

Simplicity has invested considerable effort and resources into the development of its intellectual property including but not limited to the Application, Admin Interface and any other software, features, functionalities, design, works of authorship of any kind, information or other materials made accessible to you by Simplicity (the “**Intellectual Property**”). Simplicity gives you the right to use the Intellectual Property for the purpose of using the Services on an “as is”, non-exclusive basis without any warranties other than those stated in these Terms for the duration of the provision of Services, but you understand and agree that all such Intellectual Property remains the sole property of Simplicity and its suppliers and at no time do you acquire any rights other than those expressly conferred by these Terms, unless authorized in advance by Simplicity in writing. Simplicity reserves the right to remove access by User to any Intellectual Property upon the termination of the provision of Services. You further undertake not to attempt to reverse engineer or in any other way access the source code of any Intellectual Property.

If you give feedback on the Services, 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 Simplicity and may become part of our Intellectual Property without compensation to you.

### **Third Party Content**

To the extent that any services, tools or content provided by third parties can be accessed through the Application (the “**Third Party Content**”), the terms and conditions of the Third Party Content shall apply and you will only be able to use the Third Party Content if you accept the applicable terms and conditions. Simplicity has no control over, and assumes no responsibility for the content, privacy policies, or practices of any Third Party Content. We do not warrant the offerings of any of these entities/individuals or their websites. You acknowledge and agree that Simplicity 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 Third Party Content.

### **User's Obligations and Communication with Simplicity**

You shall not and shall ensure that your employees, contractors or other personnel shall not:

- use the Services or the Application to pursue any illegal activities as defined by the law of any applicable jurisdiction;
- share any illegal, offensive or abusive content;
- Sell the Services to a third party without explicit consent of Simplicity;
- modify or reverse engineer the Application;
- compromise or attempt to compromise the security of the Application or Admin Interface and/or attempt to steal any digital content;
- access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful;
- impersonate another person or institution; and
- give access to the Services to any third party by using your credentials (this includes using the Services on third-party's behalf).

The Municipality will further appoint a person as a point of contact for communication with Simplicity that will also attend an onboarding call at the agreed time with Simplicity's personnel.

During the first three months of using our Services, the Municipality will attend at least one meeting (or a call) with Simplicity to provide feedback and discuss the cooperation. Thereafter, the Municipality agrees to attend at least one such meeting (or a call) with Simplicity per quarter.

## **User Content**

As a part of the Services the User may publish third-party or User-created content (the “**User Content**”) through the Admin Interface to be displayed to the Residents using the Application. User is solely responsible for such User Content (including User Content that was created by third parties and that was published by the User through the Application); bears all liability related to such User Content; and agrees to indemnify Simplicity in case of any third-party claims related to such User Content, including but not limited to claims for libel or infringement of intellectual property rights of third parties.

User provides Simplicity with a non-exclusive, transferable, royalty-free, sublicensable, irrevocable, worldwide license to use, host, cache, store, reproduce, transmit, publicly display, publicly perform, publish, distribute, translate and create derivative works of the User Content solely in relation to the operation and provision of Services, including the provision of the User Content to the Residents, and the exercise of Simplicity’s rights and obligations under these Terms. Subject to the foregoing license, as between Simplicity and User, User retains any and all ownership rights to the User Content. User represents and warrants that it owns all User Content or it has all rights that are necessary to grant Simplicity the license to the User Content under these Terms and that the User Content will not misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

User will under no circumstances misrepresent that such User Content is created, supported, or approved by Simplicity.

Simplicity reserves the right to proactively moderate User Content and can remove User Content posted through the Application, where such User Content violates these Terms, applicable law, or otherwise constitutes behavior that Simplicity considers harmful to Simplicity or Residents.

User specifically provides Simplicity with the permission to perform automatic scraping, crawling or other automatic forms of information collecting on the Municipality's official website and social media profiles exclusively in order to provide the Services, as specified above, including but not limited to the creation and publishing of automatic posts with news and updates for Residents.

## **Term and Termination**

The agreement represented by these Terms is entered into for the entire duration of the use of Services by the User. Simplicity may pause or discontinue the provision of Services for any reason without any liability to the User. In such a case, Simplicity will attempt to timely inform the User of such pause or discontinuation if possible.

Simplicity may terminate the agreement represented by these Terms and remove User's access to the Application immediately with or without notice if Simplicity determines in its sole discretion that the User has violated these Terms or other agreements or guidelines which may be associated with User's use of the Services or Application.

The User may terminate the agreement represented by these Terms for any reason upon written notice (including email) sent to Simplicity and the cessation of the use of the Services and Application.

The rights and obligations of Simplicity and User set forth in the sections "Limitation of Liability" and "Indemnification" and any right or obligation of the parties in these Terms which, by its nature, should survive termination or expiration of these Terms will survive any such termination or expiration of these Terms.

## **Availability**

The Services shall be made available by Simplicity subject to any unavailability caused by circumstances beyond Simplicity's reasonable control, including any force majeure events, any computer, communications, internet service or hosting facility failures, denial of service attacks or delays involving hardware, software, power or other systems not within Simplicity's possession or reasonable control. Services may be temporarily limited or interrupted due to maintenance, repair, modifications, upgrades or relocation. We will undertake reasonable endeavours to notify you of scheduled and unscheduled outages that are expected to take more than four (4) hours and that may affect the Services.

## **No Warranty**

Unless stipulated otherwise in these Terms, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SIMPLICITY EXPLICITLY DISCLAIMS ALL EXPRESS AND IMPLIED, STATUTORY, OR OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SIMPLICITY MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SERVICES.

## **Limitation of Liability**

UNLESS EXPLICITLY STIPULATED OTHERWISE IN THESE TERMS, NEITHER SIMPLICITY, ITS AFFILIATES, CONTRACTORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LITIGATION COSTS, LOSS OF DATA, GOODWILL, PRODUCTION, BUSINESS OPPORTUNITIES, OR REPUTATION, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SIMPLICITY HAS BEEN INFORMED, ADVISED OR COULD HAVE EXPECTED THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT SHALL THE TOTAL LIABILITY OF SIMPLICITY TO THE USER UNDER THESE TERMS AND IN RELATION TO THE SERVICES BE HIGHER THAN THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF USD 100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN KINDS OF DAMAGES, SO THE ABOVE LIMITATION MAY NOT FULLY APPLY TO THE USER. HOWEVER, IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **Indemnification**

You agree to indemnify, defend and hold harmless Simplicity and its parents, subsidiaries and affiliates and each of their respective owners, members, managers, directors, officers, employees, and agents (collectively as “**Indemnitees**”) from and against any expenses (including reasonable attorney’s costs), losses, damages and liabilities including any regulatory investigation or third party subpoena costs (“**Losses**”) arising out of any third-party claim brought against any of the Indemnitees that results from or relates to: (i) your use of the Services; (ii) access to the Services by you or any person using your User Account and password; (iii) your breach of these Terms; or (iv) your User Content published through the Application.

## **Confidential Information**

Both Simplicity and the User agree that all financial, business and technical information (e.g. business and marketing plans and strategies, business relationships, vendor information and customer information, source code, and trade secrets), including any information disclosed by or on behalf of Simplicity or the User in relation to the provision of Services that is of nature that should reasonably be considered to be confidential and sensitive constitute each party’s “**Confidential Information**”. Simplicity and User represent and warrant that they will hold in strict confidence, and exercise all reasonable precautions to prevent unauthorized access to,

and not disclose or, except for performing their obligations and exercising their rights hereunder, use any Confidential Information. However, the foregoing obligations shall not apply to any Confidential Information that the recipient can demonstrate is (a) previously known by it without restriction; (b) rightfully furnished to it without restriction by a third party; (c) generally available to the public without breach of these Terms; (d) independently developed by it without reference to or use of any of the discloser's Confidential Information; or (e) used or disclosed with the express permission of the discloser. For the avoidance of any doubt, User Content is not considered as Confidential Information.

The recipient is allowed to disclose Confidential Information if required pursuant to any judicial or administrative process or order or as may otherwise be required to be disclosed by law, however, in such a case it shall, as soon as practicable and prior to any such disclosure, give the discloser sufficient notice and reasonable assistance to contest such requirement or order should it wish to do so.

### **User References and Marketing**

The User acknowledges and agrees that Simplicity will promote the Services to the Residents and gives Simplicity consent to publicly refer to it as a user of the Services, and use its name and logo for marketing purposes including on Simplicity's website and public or private communications. If you do not wish to be publicly listed as the User of our Services, you can email us at: [info@onesimplicity.com](mailto:info@onesimplicity.com).

### **General**

These Terms constitute the entire agreement with respect to your access to and use of the Services. For the avoidance of any doubt, Simplicity's obligations, if any, with regard to our Services are governed solely by the Terms and nothing in the Application or Admin Interface shall be construed to alter these Terms.

You agree that Simplicity may, in its sole discretion and without prior notice, terminate your access to the Services and/or block your future access to the Services if we determine you have violated these Terms or other agreements or guidelines which may be associated with your use of the Services.

If any provision of these Terms 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 Simplicity to enforce any provision of these Terms will not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

The law of the State of New York, without regard to its conflict of laws provisions, will govern these Terms and any matter or dispute arising out of or in relation to the Services. The courts located in the State of New York will have exclusive jurisdiction over any dispute relating to these Terms or the Services.

You can find out about how we process your personal data in our [Privacy Policy](#).

If you have any questions about these Terms, please contact us at [info@onesimplicity.com](mailto:info@onesimplicity.com).