

## Simplicity Terms of Use

At Simplicity, accessible from <https://simplicity.help>, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by Simplicity and how we use it. If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us at [info@simplicity.help](mailto:info@simplicity.help).

### **1. ACCEPTANCE OF TERMS**

Simplicity provides its service to you subject to the following Terms of Service (“TOS”), which may be updated without notice to you. You can review the most current version of the TOS at any time at on our website at <https://simplicity.help>. The current version was last updated on November 16th, 2020.

### **2. DESCRIPTION OF SERVICE**

Simplicity provides users with access to public information about their city, issue reporting, discussing and management which may be accessed through various smart devices (the “Service”). You also understand and agree that the Service may include certain communications from Simplicity, such as service announcements, administrative messages and the Simplicity Newsletter, and that these communications are considered part of Simplicity membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS. You understand and agree that the Service is provided “AS-IS” and that Simplicity assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **3. YOUR REGISTRATION OBLIGATIONS**

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service’s reporting or other forms (the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Simplicity has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Simplicity has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Simplicity is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Service must take responsibility to determine whether any of the Service areas and/or Content (as defined in Section 6 below) are appropriate for your child.

### **4. SIMPLICITY PRIVACY POLICY**

Registration Data and certain other information about you is subject to our [Privacy Policy](#). We will not share or sell your email with another company without your permission. You understand that through your use of the Service you consent to the collection and use (as set forth in this Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Simplicity. Simplicity is often a channel of communication between citizens and government or other local authorities responsible for fixing public space issues. If you submit an issue directly to one of these entities the email address you enter when you register on Simplicity can and may be transmitted to the local government(s) or authorities responsible for handling those issues at that issue's location. Your email address may be used as contact information for those issues. In this regard, you should consider the email address you use to be one which you are using to communicate directly with the local government or authority about the issue.

## **6. USER CONDUCT**

You understand that all information, data, text, software, photographs, graphics, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Simplicity, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Simplicity does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Simplicity be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

1. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, a Simplicity official, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
5. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
7. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters,"

“pyramid schemes,” or any other form of solicitation, except in those areas that are designated for such purpose;

8. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
10. intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law;
11. “stalk” or otherwise harass another; and/or
12. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs 1 through 11.

You acknowledge that Simplicity may or may not pre-screen Content, but that Simplicity and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, Simplicity and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Simplicity or submitted to Simplicity, including without limitation information in all other parts of the Service.

You acknowledge, consent and agree that Simplicity may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Simplicity, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Simplicity and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

## **7. INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all

applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### **8. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE**

Simplicity does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Simplicity the following worldwide, royalty-free and non-exclusive license(s), as applicable:

1. With respect to photos, graphics, or audio you submit or make available for inclusion on publicly accessible areas of the Service, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available.
2. With respect to Content other than photos, graphics, or audio you submit or make available for inclusion on publicly accessible areas of the Service other than Simplicity Groups, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

#### **9. CONTRIBUTIONS TO SIMPLICITY**

By submitting ideas, suggestions, documents, and/or proposals (“Contributions”) to Simplicity through its suggestion or feedback webpages or emails, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Simplicity is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Simplicity shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Simplicity may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Simplicity without any obligation of Simplicity to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Simplicity under any circumstances.

#### **10. INDEMNITY**

You agree to indemnify and hold Simplicity and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

#### **11. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your Simplicity login), use of the Service, or access to the Service.

#### **12. GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that Simplicity may establish general practices and limits concerning use of the Service, including without limitation the maximum disk space that will be allotted on Simplicity’s servers on your behalf, and the maximum number of times (and the maximum

duration for which) you may access the Service in a given period of time. You agree that Simplicity has no responsibility or liability for the deletion or failure to store any tickets/issues and other communications or other Content maintained or transmitted by the Service. You acknowledge that Simplicity reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Simplicity reserves the right to modify these general practices and limits from time to time.

### **13. MODIFICATIONS TO SERVICE**

Simplicity reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Simplicity shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

### **14. TERMINATION**

You agree that Simplicity may, under certain circumstances and without prior notice, immediately terminate your Simplicity account, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your Simplicity account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in Simplicity's sole discretion and that Simplicity shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

### **15. LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Simplicity has no control over such sites and resources, you acknowledge and agree that Simplicity is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further 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 site or resource.

### **16. SIMPLICITY'S PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in information presented to you through the Service may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and

laws. Except as expressly permitted by applicable law or authorized by Simplicity, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Simplicity grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Simplicity for use in accessing the Service.

## **17. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SIMPLICITY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. SIMPLICITY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SIMPLICITY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

## **18. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SIMPLICITY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SIMPLICITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR

OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

#### **19. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU.

#### **20. NO THIRD-PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

#### **21. NOTICE**

Simplicity may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, postings on the Service, or other reasonable means now known or hereinafter developed.

#### **22. TRADEMARK INFORMATION**

The Simplicity, Simplicity logo, trademarks and service marks and other Simplicity logos and product and service names are trademarks of Simplicity Inc. (the "Simplicity Marks"). Without Simplicity's prior permission, you agree not to display or use in any manner the Simplicity Marks.

#### **23. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL**

**PROPERTY INFRINGEMENT** Simplicity respects the intellectual property of others, and we ask our users to do the same. Simplicity may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Simplicity's Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. 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.

Simplicity's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows: By email: [info@simplicity.help](mailto:info@simplicity.help)

## **24. GENERAL INFORMATION**

Entire Agreement. The TOS constitutes the entire agreement between you and Simplicity and governs your use of the Service, superseding any prior agreements between you and Simplicity with respect to the Service. Where local law is in conflict with these Simplicity Terms of Use as they apply to municipal employees, and a contract between Simplicity and that municipality exists, said contract will dictate any exceptions to the Terms of Use as they apply to the employees of that municipality. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Simplicity services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and Simplicity shall be governed by the Slovak laws without regard to its conflict of law provisions. You and Simplicity agree to submit to the personal and exclusive jurisdiction of the courts located within Slovakia.

Waiver and Severability of Terms. The failure of Simplicity to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your Simplicity account is non-transferable and any rights to your Simplicity login or contents within your account terminate upon your death.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

## **25. VIOLATIONS**

Please report any violations of the TOS to customer service at [info@simplicity.help](mailto:info@simplicity.help).