

Free Trial and Proof of Concept Terms of Use

Please read these terms of use carefully (“Trial Terms”). These Trial Terms govern and apply to your access and use of www.zinc.it and Zinc’s services available via Zinc’s site (zinc-app.com) and Zinc’s device apps (collectively, the “Service”) during time-limited free trials or paid Proof of Concept (“POC”) access and use during defined time-frames. By accessing or using our Service, you agree to be bound all of the terms and conditions described in these Trial Terms. If you do not agree to all of these terms and conditions, do not use our Service.

We reserve the right to amend these Trial Terms at any time and without notice. If we do this, we will post the amended Trial Terms on this page and indicate the date the of revision. Your continued use of the Service after any such changes constitutes your acceptance of the new Trial Terms. If you do not agree to any of these terms or any future Trial Terms, do not use or access (or continue to access) the Service. These Trial Terms apply to all visitors, users, and others who access the Service (“Users”) during time-limited free trials or POCs.

Use of the Service

Zinc provides a place for people to communicate with others in their work, school or community (each, an “Organization”) in real time.

Zinc grants you permission to use the Service as set forth in these Trial Terms, provided that: (i) you will not copy, distribute, or disclose any part of the Service in any medium; (ii) you will not alter or modify any part of the Service other than as may be

reasonably necessary to use the Service for its intended purpose; and (iii) you will otherwise comply with the terms and conditions of these Trial Terms.

You will need to register with Zinc and create a “User” account. Your account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account credentials secure. You must notify Zinc immediately of any breach of security or unauthorized use of your account. Zinc will not be liable for your losses caused by any unauthorized use of your account, and you shall be liable for the losses of Zinc or others due to such unauthorized use.

You may use your Account Settings to control your User Profile. By providing Zinc your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail.

You may use your Notifications Settings to opt out of many Service-related communications. We may also use your email address to send you other messages, including changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out by changing the preferences in your Notifications Settings. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers. Certain Organizations have negotiated further modifications to the emails we may send you.

You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., that accesses the Service in a manner that sends more request messages to the Zinc servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including

account names, from the Service nor to use the communication systems provided by the Service for any commercial solicitation purposes. You agree not to use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages.

Zinc may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability, if, in Zinc's sole determination, you violate the Trial Terms, including the following prohibited actions: (i) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Service; (iv) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (v) interfering with the proper working of the Service; or, (vi) bypassing the measures we may use to prevent or restrict access to the Service, including, but not limited to, registering for the Service with a non-organizational email address. Upon termination for any reason, you continue to be bound by the Use of the Service terms of the Trial Terms.

When you sign up for a paid POC, we will quote you a price based on your organization's needs. If you accept the price, then we will send you an invoice for the Service, which you agree to pay within 30 days of receipt.

If you dispute any charges you must let Zinc know within sixty (60) days after the date that Zinc invoices you. All amounts paid are non-refundable unless otherwise stated in any Zinc Order Form. Past due fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. You shall be responsible for all taxes associated with Services other than U.S. taxes based on Zinc's net income.

If you learn that a User is not authorized to be a member of an Organization or is otherwise violating the Trial Terms, we encourage you to notify us.

User Content

Some areas of the Service may allow Users to post feedback, comments, questions, data, and other information (“User Content”). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, “post”) on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. Zinc will not review, share, distribute, or reference any such User Content except as provided herein or in our [Privacy Policy](#) or as may be required by law. Absent an Organization Administrator (as defined below), all such User Content is owned by the User who posted it to the Service, although each User acknowledges and consents that upon the introduction of an Administrator into that User’s Organization, all related User Content will automatically become the property of the company, educational institution, or governmental entity to which the Organization belongs without any notice to Users of that Organization. If an Organization has an Administrator, all such User Content is the property of the company, educational institution, or governmental entity to which the Organization belongs (including all User Content posted by Users that belong to the Organization and all User Content created prior to the existence of the Organization Administrator). In either case, Zinc does not have, nor does it claim, any ownership rights in any User Content. In addition, you should note that if you are no longer an eligible member of an organization (e.g., you cease to be employed by the relevant company), your access to all User Content you uploaded may be terminated, regardless of whether the Organization has an Organization Administrator. Once a User is removed from an Organization, the content of that User remains on the Organization and is the sole property of the company, educational institution, or governmental entity which administers that Organization.

By utilizing the Service, you agree to have the domain portion of your email address (“@circletech.com”) and/or the company, school, or organization name represented by such domain portion of your email address, listed on the Zinc Service in a directory listing (“Directory”). Customers (as defined below) who do not want to be included in such published Directory may send a written request to support@zinc.it to remove their company, school, or organization name from the Directory. Certain Organizations have negotiated further modifications to what we will put into the Directory.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (v) contains any information or content that is illegal; (vi) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (vii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer’s Guild of America, or any other rights organization.

For the purposes of the Trial Terms, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications

therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Zinc takes no responsibility and assumes no liability for any User Content that you or any other Users or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. Zinc is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that Zinc shall not be liable for any damages you allege to incur as a result of such User Content. You are solely responsible for your interactions with other Zinc Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

Organization Administration

Each Organization may have one or more individuals who are responsible for overseeing the use of, and monitoring the content posted to, such Organization (the “Administrator”). Organization may exist on the Service absent an Administrator; in such case Users are responsible for conducting themselves in accordance with this Agreement.

From time to time, Users may be asked to confirm their account on the Organization via an email message containing a hyperlink to the User’s email address. If such account is not reconfirmed, the account is removed. Once a User is removed from an Organization, the content of that User remains on the Service and is the sole property of the company, school, or entity which administers that Organization.

Users should follow their particular organization’s policies, guidelines, and procedures concerning the Content they post to the Service. Users may delete their own User

Content from the Organization, so long as they are a Member of that Organization. Administrators may delete the User Content of one or more Users in their Organization.

Text Message (SMS) Use

Users may send messages and invitations to their Contacts via the short message service (“SMS”) on their mobile device. Users may opt-out of receiving SMS messages by replying “STOP” or by contacting Zinc customer support at support@zinc.it. There is no fee charged by Zinc for Users to receive text messages. Standard text messaging rates and other charges from a User’s carrier may apply.

Zinc does not warrant that the text messaging service will be uninterrupted or error free. We shall not be liable for any delay in performing or failure to perform any obligation hereunder by circumstances beyond our reasonable control including (without limitation) any technical problems beyond the control of Zinc such as (for example) defects, congestion or failures of capacity or otherwise in the public data or telephone or mobile carrier Organization or caused by atmospheric interference, your mobile device being turned off for an extended period of time so that messages are not retained, or your being unable to obtain mobile Organization coverage.

License Grant

Subject to the terms and conditions of these Trial Terms, you are hereby granted a non-exclusive, limited, personal license to use the Service. Zinc reserves all rights not expressly granted herein in the Service and the Zinc Content (as defined below).

Unless Zinc has agreed otherwise with respect to an Organization, Zinc may terminate this license at any time for any reason or no reason.

Our Proprietary Rights

Except for your User Content, the Service and its materials, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks,

service marks, copyrights, photographs, audio, videos and music (the “Zinc Content”), and all Intellectual Property Rights related thereto, are the exclusive property of Zinc and its licensors. Except as explicitly provided herein, nothing in the Trial Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the Zinc Content or materials on the Service for any purpose not expressly permitted by the Trial Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Zinc under any fiduciary or other obligation, that we are free to disclose the Ideas on a non-confidential basis to anyone or otherwise use the Ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Zinc does not waive any rights to use similar or related ideas previously known to Zinc, or developed by its employees, or obtained from sources other than you.

Eligibility

This Service is intended solely for Users who are thirteen (13) years of age or older, and any registration, use or access to the Service by anyone under 13 is unauthorized, unlicensed, and in violation of the Trial Terms. Zinc may terminate your account, delete any content or information that you have posted on the Service, and/or prohibit you from using or accessing the Service (or any portion, aspect or feature of the Service) for any reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 13. If you are under 18 years of age you may use the Service only if you either are an emancipated minor, or possess legal

parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Trial Terms, and to abide by and comply with these Trial Terms.

Privacy

We care about the privacy of our Users. Please review our Privacy Policy at <https://www.zinc.it/legal/privacy-policy>. By using the Service, you are consenting to have your personal data transferred to and processed in the United States.

Security

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information and User Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information and User Content for improper purposes. You acknowledge that you provide your personal information at your own risk.

Additional Representations & Warranties

You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent and warrant, in addition to the other representations and warranties in these Trial Terms, the following:

1. You are at least 18 years of age, or if you are under 18 years of age you are either an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Trial Terms, and to abide by and comply with these Trial Terms.

2. You have the written consent of each and every identifiable natural person in your Organization to use such person's name or likeness in the manner contemplated by the Service and these Trial Terms, and each such person has released you from any liability that may arise in relation to such use.
3. Your User Content and Zinc's use thereof as contemplated by these Trial Terms and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity.
4. You have the full power and authority to enter into these Trial Terms and to the extent that any entity is bound hereby, to bind such entity, these Trial Terms and performance of obligations under these Trial Terms do not and will not violate any other agreement to which you or such entity is a party; and these Trial Terms constitute a legal, valid and binding obligation of you or any such entity.

Third-Party Websites, Advertisers or Services

Zinc may contain links to third-party websites, advertisers, or services that are not owned or controlled by Zinc.

Zinc has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from Zinc, you do so at your own risk, and you understand that these Trial Terms and Zinc's [Privacy Policy](#) do not apply to your use of such sites. You expressly relieve Zinc from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on Zinc, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Zinc shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

We encourage you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

Indemnity

You agree to defend, indemnify and hold harmless Zinc and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or work transmitted or received by you; (ii) your violation of any term of these Trial Terms, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim of damages that arise as a result of any of your User Content or any that are submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. 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, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ZINC, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR

OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. ZINC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE ZINC SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ZINC WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ZINC, ITS AFFILIATES, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL ZINC BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZINC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE

SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL ZINC, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO ZINC HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ZINC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from its facilities in the United States. Zinc makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the U.S.

Assignment

These Trial Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Zinc without restriction.

General

1. **Governing Law.** You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Zinc, either specific or general, in jurisdictions other than California. These Trial Terms shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and Zinc that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in San Francisco County, California.
2. **Notification Procedures.** Zinc may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by Zinc in our sole discretion. Zinc reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Trial Terms.
3. **Entire Agreement/Severability.** These Trial Terms, together with any other legal notices and agreements published by Zinc via the Service, shall constitute the entire agreement between you and Zinc concerning the Service (although an Organization may also have agreed to be bound by separate business terms via a Zinc Order Form, in which case the terms and conditions contained in or referenced by such an Order Form will supercede and replace these Trial Terms, unless such Order Form specifically states otherwise). If any provision of these Trial Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Trial Terms, which shall remain in full force and effect.
4. **No waiver of any term of these Trial Terms shall be deemed a further or continuing waiver of such term or any other term, and Zinc's failure to assert any**

right or provision under these Trial Terms shall not constitute a waiver of such right or provision.

Please contact us at support@zinc.it with any questions regarding these Trial Terms.

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