

Website Terms of Service

1. ACCEPTANCE OF TERMS OF SERVICE

Thank you for your interest in Branch Metrics, Inc. (“Branch”, “Us” or “We”) Please read these Website Terms of Service carefully before using any website, and any services made available via such website(s) (collectively, the “Site”) owned or operated by Branch. These terms and conditions, together with Branch’s [Privacy Policy](https://legal.branch.io/#branchio-privacypolicy), which is available at <https://legal.branch.io/#branchio-privacypolicy> (collectively, “Terms”) govern your use of any Site that links to these Terms. Your use of the products and services that are made available online by Branch are governed by a separate agreement.

By clicking “Agree,” accessing, using, or otherwise logging into the Site you agree to be bound by these Terms. If you do not agree to these Terms, do not access or use this Site. Branch may modify these Terms at any time at its sole discretion, and as indicated by the “Effective Date” referenced above. By continuing to use or login to the Site after these Terms have changed, you agree to the revised Terms.

2. ACCESS AND USE RESTRICTIONS

You agree not to access or use the Site in any manner that violates any applicable law, regulation, or any industry guidelines or practices applicable to you or your use of the Site. Failure to comply with these restrictions may result in termination of your access to the Site pursuant to section 10 “Termination” within these Terms.

Whether on behalf of yourself or on behalf of any third party, you agree not to:

- Copy, reproduce, modify, create derivative works of, publish, license, sell, distribute, scrape, reverse engineer, adapt, alter, emulate, translate, compile, decompile the Site or any portion thereof for any purpose without Branch’s prior express written authorization
- Interfere with or violate any other user’s privacy rights, intellectual property rights, or other rights, or harvest or collect personally identifiable information or personal data (as defined in various data protection regulations) about visitors or users of the Site;
- Access or attempt to access or use the Site or any portion thereof through any automated means including but not limited to using any robot, spider, crawler, script, site search or retrieval application
- Access or attempt to access or use the Site other than through the interface provided by Branch, or through user accounts of others, without express prior written authorization from Branch;
- Use the Site to store, transmit, distribute, display or otherwise make available any infringing or unlawful content, or store or transmit content which may infringe third party rights, including but not limited to intellectual property rights and privacy rights;
- Impersonate any person or entity or provide false information on the Site, or otherwise misrepresent your affiliation with any person or entity, in connection with the Site;
- Use the Site to store or transmit material containing software viruses, worms, trojan horses, or other malicious code, files, scripts, agents, or programs;
- Engage in any activity that disrupts, overburdens, or interferes with the operation of the Site, or the servers or networks that host the Site or make the Site available, including disrupting or threatening the integrity or security of the Site, or interferes, or inhibits

any other person from using the Site .

- Spam, or send unsolicited email or similar conduct;
- Transfer or assign any rights or obligations under these Terms, even temporarily, to a third party;
- Use the Site for any fraudulent, illegal, immoral or unauthorized purpose; or
- Frame or mirror any part of the Site, without Branch's express prior written authorization.

3. ACCOUNTS

To access and use certain services, features or content on the Site you may be required to create an account and specify a password. Any information provided during your account registration must be current, complete, true and accurate. If you create an account or an account is created for you, you may not share your account information with anyone else and you agree to treat your account information as confidential. It is your sole responsibility to maintain the confidentiality of your account information and to prevent the unauthorized use of your account information. You must ensure that account information is current, complete, and accurate at all times. You must immediately notify Branch of any confidentiality breach or unauthorized use of your account or your account information. You are solely responsible for any and all activities that are conducted through your account. Branch reserves the right to suspend, disable, deactivate, or block your account at any time, for any lawful reason.

4. LINKS

The Site may include links to third party sites; such linked sites are not under Branch's control and Branch is not responsible for the contents of any linked sites or any links contained in any linked sites, or any changes or updates to such sites. Branch is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement of, or affiliation with, any third party site by Branch. Branch reserves the right to remove any links at any time. YOUR ACCESS AND USE OF THIRD PARTY SITES IS AT YOUR OWN RISK AND IS SUBJECT TO ANY TERMS, CONDITIONS, AND POLICIES APPLICABLE TO SUCH THIRD PARTY SITES.

5. INTELLECTUAL PROPERTY

Except as otherwise specifically noted, the Site and the content included in or made available through the Site such as text, documents, names, logos, trademarks, service marks, brand identities, software characters, trade names, page headers, graphics, button icons, scripts, images, videos, designs, copyrights, trade dress, are and shall remain the exclusive property of of Branch and its affiliates or its licensors, and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between Branch and you, all right, title and interest in and to the Site and the content included in or made available through the Site will at all times remain with Branch and/or its licensors.

The word "Branch Metrics", "Branch" and the "Branch" graphics, logos, and other marks, logos and titles are registered and/or common law trade names, trademarks or service marks of Branch and may not be used in any manner without prior written permission of Branch. All other names, logos, product and service names, designs and slogans that may appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Branch. Except as expressly provided herein, nothing on the Site shall be construed as conferring any license under Branch and/or its licensors' intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, Branch may revoke any of the foregoing rights and/or your access to the Site, or any part thereof, including the blocking of your IP Address, at any time without prior notice.

6. COPYRIGHT INFRINGEMENT

Branch is committed to respecting and protecting the intellectual property rights of others and asks that you do the same. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe in good faith that any materials accessible on or from the Site infringe upon your copyright, you may request removal of those materials (or access thereto) from the Site by submitting written notification (a “**DMCA Notice**”) to our copyright agent (designated below) in accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”). See <http://www.copyright.gov/> for more information. Notices should be sent to:

Branch Copyright Agent

Branch Metrics, Inc.

1975 W El Camino Real Ste. 102

Mountain View, CA 94040

legal@branch.io

650-209-6461

7. DISCLAIMER

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND BRANCH DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SITE. BRANCH FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ANY PART THEREOF WILL ALWAYS BE AVAILABLE, ACCESSIBLE, FUNCTIONAL, UNINTERRUPTED, SECURE, ACCURATE, COMPLETE AND ERROR-FREE. BRANCH FURTHER DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND IN RELATION TO THE ACCURACY, CORRECTNESS AND COMPLETENESS OF THE CONTENT AVAILABLE ON THE SITE. **YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK.**

8. LIMITATION OF LIABILITY

TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL BRANCH AND/OR ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, GOODWILL, USE, DATA THAT IS INCOMPLETE, MISSING, OR INCORRECT, OR OTHER INTANGIBLE LOSSES, HOWEVER CAUSED CAUSED AND WHETHER AN ACTION IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING FROM OR IN CONNECTION WITH YOUR ACCESS TO, OR USE OF, THE SITE OR ANY INFORMATION, CONTENT, OR MATERIALS, MADE AVAILABLE ON OR THROUGH THE SITE, WHETHER OR NOT BRANCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INDEMNIFICATION

To the full extent permitted by applicable law, you agree to defend, indemnify, release, and hold harmless Branch, its Affiliates and their officers, agents, employees, representatives, and assigns from and against any third party claims, demands, suits, actions, costs,

damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to: (a) your use of the Site, (b) your violation or alleged violation of these Terms.

10. TERMINATION

Branch may, in its sole discretion, at any time for any reason or no reason, with or without notice, terminate your access to the Site, including if Branch believes that you have violated or acted inconsistently with the Terms or if it is required by applicable law, regulation, court or governing agency order.

11. SURVIVAL; MODIFICATION

Branch reserves the right to modify the Site, including adding, amending, suspending, or removing functionality, features, material and content on the Site, and these Terms at any time without notice. Upon termination of the Terms, those sections of these Terms that by their nature would reasonably be expected to survive will survive termination or expiration of these Terms, including but not limited to the sections on Termination, Disclaimers, Proprietary Rights, Limitation of Liability, and Indemnity.

12. FEEDBACK

Branch may provide you with a mechanism to provide feedback, suggestions, and ideas, if you choose, relating to the Site or any part thereof ("**Feedback**"). You agree that Branch may, in its sole discretion, use the Feedback you provide to Branch in any way, including in future enhancements and modifications to its products or services. You hereby grant to Branch and its assigns a perpetual, worldwide, fully transferable, sub-licensable, fully paid-up, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner for any purpose, in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

13. PRIVACY POLICY

Branch respects your privacy. Our website [Privacy Policy](#) is incorporated herein by reference and describes the collection, use, and sharing of certain personally identifiable information that may be provided in connection with the use of the Site. Please read and understand our Privacy Policy before accessing or using the Site.

14. GOVERNING LAW

Any and all claims arising out of or relating to the Site or these Terms shall be governed by and construed under the laws of the State of California, without regard to its conflict of law provisions.

15. GENERAL

These Terms constitute the entire agreement between you and Branch with respect to your use of this Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Branch with respect to this

Site. A party may only waive its rights under these Terms, by a written document executed by both parties. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision hereof. If any provision of these Terms is found by a court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the other provisions of these Terms will otherwise remain in full force and effect and enforceable.

16. ASSIGNMENT

These Terms, and any rights and licenses granted hereunder, are not assignable, transferable or sublicensable by you except with Branch's prior written consent. Branch may transfer and assign any of its rights and obligations under these Terms freely and without consent.

17. FORCE MAJEURE

Neither Party or its affiliates, subsidiaries, officers, directors, employees, agents, partners, and licensors will be responsible for any delay or failure in performance of any part of these Terms to the extent that such delay or failure is caused by an event or circumstance beyond the reasonable control of the Party whose performance is affected and could not have been prevented or corrected through the exercise of reasonable diligence, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Branch employees), Internet service provider failure or delay, integrated third party applications, or denial of service attack (each such event, a "**Force Majeure Event**"). The Party alleging a Force Majeure Event (the "**Affected Party**") will promptly notify the other Party in writing of the Force Majeure Event, providing reasonable detail of the circumstances giving rise to the Force Majeure Event, and the steps it is taking to remedy the delay or failure. Notwithstanding the foregoing, financial incapability will not be considered as a Force Majeure Event.

18. CONTACTING US

If you have any questions or concerns about the Site or these Terms you may send an email to legal@branch.io.