

## DEPUTY USER TERMS

1. These User Terms of Service (**User Terms**) govern your access and use of Deputy's products and services (**Deputy Services**) as an Authorized User of the Deputy Services and comprise a legally binding contract between you and Deputy. **Deputy** refers to the applicable Deputy entity in the Contract (defined below).
2. You agree to comply with the most recent version of Deputy's Acceptable Use Policy, which is incorporated by reference into these User Terms. If you access or use the Deputy Services, or continue accessing or using the Deputy Services after being notified of a change to the User Terms or the Acceptable Use Policy, you confirm that you have read, understand and agree to be bound by the User Terms and the Acceptable Use Policy.
3. Customer has separately agreed to our Subscription Agreement or entered into a written agreement with Deputy (**Contract**) that permitted Customer to create an account or instance within Deputy (**Deputy Instance**) that you and others could join (each invitee granted access to the Deputy Instance is an **Authorized User**). The Contract contains our commitment to deliver the Deputy Services to the Customer, who may then invite Authorized Users to join its Deputy Instance. When an Authorized User submits content or information to the Deputy Services, you acknowledge and agree that the Customer Data is owned by Customer and the Contract provides Customer with many choices and control over that Customer Data. For example, Customer may provision or deprovision access to the Deputy Services, enable or disable third party integrations, manage permissions, retention and export settings, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.
4. AS BETWEEN DEPUTY AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (A) INFORM YOU OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE DEPUTY SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE CONTRACT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORIZED USER RELATING TO OR BASED ON CUSTOMER DATA, THE DEPUTY SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. DEPUTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE DEPUTY SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.
5. All Authorized Users must comply with our Acceptable Use Policy and any applicable policies established by Customer. If you see inappropriate behaviour or content, please report it to your employer.

6. These User Terms remain effective until Customer's subscription for you expires or terminates, or your access to the Deputy Services has been terminated by Customer, you or Deputy.
7. IN NO EVENT WILL YOU OR DEPUTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.
8. Deputy Services are intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If however any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Deputy Services or the pro-rata refund to Customer of pre-paid fees for your subscription covering the remainder of the term.
9. Except as otherwise set out in these User Terms, all notices under the User Terms will either be by email or through the Deputy Services. Notices to Deputy must be sent to [legal@deputy.com](mailto:legal@deputy.com). A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Deputy Services. Notices under the Contract will be delivered solely to Customer in accordance with the terms of that agreement. If you have any questions about Deputy's User Terms, you may contact us at [legal@deputy.com](mailto:legal@deputy.com)
10. Please review Deputy's [Privacy Policy](#) for more information on how Deputy collects and uses data relating to the use and performance of the Deputy Services.
11. If Deputy makes a material change to the User Terms or the Acceptable Use Policy, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Deputy Services. You can review the most current version of the User Terms at any time by visiting this page, and by visiting the following for the most current versions of the other pages that are referenced in these User Terms, Acceptable Use Policy and Privacy Policy. Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we

publish the change. If you use the Deputy Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

12. No failure or delay by either party in exercising any right under the User Terms, including the Acceptable Use Policy, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.
13. The User Terms, including the Acceptable Use Policy, will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.
14. You may not assign any of your rights or delegate your obligations under these User Terms, including the Acceptable Use Policy, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.
15. The User Terms, including the Acceptable Use Policy, and any disputes arising out of or related hereto, will be governed exclusively by the same applicable governing law of the Contract. The courts located in the applicable venue of the Contract will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the User Terms, including the Acceptable Use Policy, or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.
16. The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy). Customer will be responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.