

## User agreement

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### **Contract**

When you use our Services you agree to all of these terms. Your use of our Services is also subject to our Cookie Policy, Copyright Policy and our Privacy Policy.

You agree that by clicking “Join Now”, “Sign Up” or similar, registering, accessing or using our services, you are agreeing to enter into a legally binding contract with Wikisoft even if you are using our Services on behalf of a company. If you do not agree to this contract, do not click “Join Now” (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

### **Services**

This Contract applies to Wikisoft.com, Wikisoft.com, Wikisoft apps and other Wikisoft-related sites, and other services that state that they are offered under this Contract (“Services”).

### **Wikisoft**

You are entering into this Contract with Wikisoft (also referred to as “we” and “us”).

As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this Privacy Policy which includes our Cookie Policy and other documents referenced in this Policy and updates.

### **Members and Visitors**

When you register and join the WikiSoft Service, you become a Member. If you have chosen not to register for our Services, you may access certain features as a “Visitor.”

### **Changes**

We may change or modify this Contract, our Privacy Policy, Copyright Policy and our Cookies Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

### **Service Eligibility**

To use the Services, you agree that: you must be the minimum age of 16 years old or older; you will only have one Wikisoft account, which must be in your real name; and you are not already restricted by Wikisoft from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age

of 16. However, if law requires that you must be older in order for Wikisoft to lawfully provide the Services to you without parental consent then the Minimum Age is such older age.

### **Your Account**

You will keep your password a secret. You will not share an account with anyone else and will follow our rules and the law.

Members are account holders. You agree to: use a strong password and keep it confidential; not transfer or disclose any part of it and follow the law and our list of Dos and Don'ts. You are responsible for anything that happens through your account unless you close it or report misuse.

As between you and others (including your employer), your account belongs to you. However, if the Services were purchased by another party for you to use, the party paying for such Service has the right to control access to and get reports on your use of such paid Service; however, they do not have rights to your personal account.

### **Payment**

You'll honor your payment obligations and you are okay with us storing your payment information. You understand that there may be fees and taxes that are added to our prices. Refunds are subject to our policy. If you buy any of our paid Services, you agree to pay us the applicable fees and taxes and to the additional terms specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services. Also, you agree that: Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).

We may store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your Services and to use to pay other Services you may buy. If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date. Learn how to cancel or suspend your Premium Services. All of your purchases of Services are subject to Wikisoft's refund policy. We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You can get a copy of your invoice through your Wikisoft account settings under "Purchase History".

### **Notices and Messages**

You're okay with us providing notices and messages to you through our websites, apps, and contact information. If your contact information is out of date, you may miss out on important notices. You agree that we will provide notices and messages to you in the following ways: within the Service, or sent to the contact information you provided us (e.g., email, mobile number). You agree to keep your contact information up to date.

### **Sharing**

When you share information on our Services, others can see, copy and use that information. Our Services allow messaging and sharing of information in many ways, such as your profile messages and WikiMails. Information and content that you share or post may be seen by other

Members, Visitors or others (including off of the Services). Where we have made settings available, we will honor the choices you make about who can see content. For job searching activities, we default to not notifying your connections network or the public. So, if you apply for a job through our Service or opt to signal that you are interested in a job, our default is to share it only with the job poster. We are not obligated to publish any information or content on our Service and can remove it with or without notice

### **Rights and Limits**

You own all of the content, feedback and personal information you provide to us, but you also grant us a non-exclusive license to it. As between you and Wikisoft, you own the content and information that you submit or post to the Services, and you are only granting Wikisoft and our affiliates the non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others.

These rights are limited in the following ways:

You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and for the reasonable time it takes to remove from backup and other systems.

You and Wikisoft agree that if content includes personal data, it is subject to our Privacy Policy and agree that we may access, store, process and use any information and personal data that you provide in accordance with, the terms of the Privacy Policy and your choices. By submitting suggestions or other feedback regarding our Services, you agree that Wikisoft can use and share (but does not have to) such feedback for any purpose without compensation to you. You promise to only provide information and content that you have the right to share, and that your Wikisoft will be truthful. You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. Wikisoft may be required by law to remove certain information or content in certain countries.

### **Service Availability**

We may change or end any Service or modify our prices prospectively. We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under the law. We don't promise to store or keep showing any information and content that you've posted. Wikisoft is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

### **Other Content, Sites and Apps**

Your use of others' content and information posted on our Services, is at your own risk.

Others may offer their own products and services through our Services, and we aren't responsible for those third-party activities. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Wikisoft generally does not review content provided by our Members or others. You agree that we are not responsible for others' content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that you or your organization may be mistakenly associated with content about others when we let connections and followers know you or your organization were mentioned in the news.

Wikisoft may help connect Members offering their services with Members seeking services. Wikisoft does not perform nor employs individuals to perform these services. You must be at least 18 years of age to offer, perform or procure these services. You acknowledge that Wikisoft does not supervise, direct, control or monitor Members in the performance of these services and agree that: Wikisoft is not responsible for the offering, performance or procurement of these services, Wikisoft does not endorse any particular Member's offered services, and nothing shall create an employment, agency, or joint venture relationship between Wikisoft and any Member offering services.

### **Limits**

Wikisoft reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. Wikisoft reserves the right to restrict, suspend, or terminate your account if you breach this Contract or the law or are misusing the Services.

### **Intellectual Property Rights**

Wikisoft reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. Wikisoft, and logos and other Wikisoft trademarks, service marks, graphics and logos used for our Services are trademarks or registered trademarks of Wikisoft.

### **Automated Processing**

We use data and information about you to make relevant suggestions to you and others. We use the information and data that you provide and that we have about Members to make recommendations for connections, content and features that may be useful to you. Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant.

### **No Warranty**

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services. Wikisoft and its affiliates make no representation or warranty about the services, including any representation that the services will be uninterrupted or error-free, and provide the services (including content and information) on an "as is" and "as available" basis. To the fullest extent permitted under applicable law, Wikisoft and its affiliates disclaim any implied or statutory

warranty, including any implied warranty of title, accuracy of data, non-infringement, merchantability or fitness for a particular purpose.

### **Exclusion of Liability**

These are the limits of legal liability we may have to you. To the fullest extent permitted by law (and unless Wikisoft has entered into a separate written agreement that overrides this contract), Wikisoft, including its affiliates, will not be liable in connection with this contract for lost profits or lost business opportunities, reputation (e.g., offensive or defamatory statements), loss of data (e.g., down time or loss, use of, or changes to, your information or content) or any indirect, incidental, consequential, special or punitive damages. Wikisoft and its affiliates will not be liable to you in connection with this contract for any amount that exceeds the total fees paid or payable by you to Wikisoft for the services during the term of this contract, if any, or US \$500.

### **Basis of the Bargain & Exclusions**

The limitations of liability in this Section are part of the basis of the bargain between you and Wikisoft and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract and law) even if Wikisoft or its affiliates has been told of the possibility of any such damage, and even if these remedies fail their essential purpose. These limitations of liability do not apply to liability for death or personal injury or for fraud, gross negligence or intentional misconduct, or in cases of negligence where a material obligation has been breached, a material obligation being such which forms a prerequisite to our delivery of services and on which you may reasonably rely, but only to the extent that the damages were directly caused by the breach and were foreseeable upon conclusion of this Contract and to the extent that they are typical in the context of this Contract.

### **Termination**

Both you and Wikisoft may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination: Our rights to use and disclose your feedback; Members and/or Visitors' rights to further re-share content and information you shared through the Services; Any amounts owed by either party prior to termination remain owed after termination.

### **Governing Law and Dispute Resolution**

In the unlikely event we end up in a legal dispute, you and Wikisoft agree to resolve it in California courts using California law. This section shall not deprive you of any mandatory consumer protections under the law of the country to which we direct Services to you, where you have your habitual residence. You and Wikisoft agree that the laws of the State of California, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and Wikisoft both agree that all claims and disputes can be litigated only in the federal or state courts in California, USA, and you and Wikisoft each agree to personal jurisdiction in those courts.

### **General Terms**

Here are some important details about the Contract. If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we

agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract. This Contract is the only agreement between us regarding the Services and supersedes all prior agreements for the Services. If we don't act to enforce a breach of this Contract, that does not mean that Wikisoft has waived its right to enforce this Contract. You may not assign or transfer this Contract to anyone without our consent. However, you agree that Wikisoft may assign this Contract to its affiliates or a party that buys it without your consent.

You agree that the only way to provide us legal notice is at the addresses provided on Wikisoft.com.

### **Wikisoft Dos and Don'ts**

You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements; Provide accurate information to us and keep it updated; Use your real name on your profile; and Use the Services in a professional manner.

You agree that you will *not*:

- Create a false identity on Wikisoft, misrepresent your identity, create a Member profile for anyone other than yourself, or use or attempt to use another's account
- Develop, support or use software, devices, scripts, robots or any other means or processes including crawlers, browser plugins and add-ons or any other technology to scrape the Services or otherwise copy profiles and other data from the Services; Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views)
- Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of Wikisoft
- Disclose information that you do not have the consent to disclose
- Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission
- Violate the intellectual property or other rights of Wikisoft, copying or distributing our technology, unless it is released under open source licenses; using the word "Wikisoft" or our logos in any business name, email, or URL
- Post anything that contains software viruses, worms, or any other harmful code
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source; Imply or state that you are affiliated with or endorsed by Wikisoft without our express consent, Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without Wikisoft's consent
- Deep-link to our Services for any purpose other than to promote your profile, without Wikisoft's consent
- Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages; Monitor the Services' availability, performance or functionality

for any competitive purpose; Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services

- Overlay or otherwise modify the Services or their appearance such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services
- Interfere with the operation of, or place an unreasonable load on, the Services e.g., spam, denial of service attack, viruses, gaming algorithms

### **Complaints Regarding Content**

Contact information for complaint about content provided by our Members.

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning content posted by our Members.

### **How To Contact Us**

For general inquiries, you may contact us online. For legal notices or service of process, you may write us at our physical addresses.

315 Montgomery Street  
San Francisco, CA 94104

Or by email  
[info@wikisoft.com](mailto:info@wikisoft.com)