

Meshcal Terms of Use

Last Modified: June, 2022

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Ligero, Inc. (“Company,” “Meshcal,” “We,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of our Meshcal TM Calendar extension or add-in (“Extension”), including any add-ins, extensions and any services, plug-ins, software or other tools, content, or functionality that we may provide through Microsoft, Google or other add-in, extension or app stores as well as our website, <http://meshcal.co/#/home> (“the Website”) (together, collectively the “Products”).

Please read the Terms of Use carefully before you start to use our Products. By using our Products or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://meshcal.co/docs/privacy.pdf>, and our Standard Agreement, found at <https://meshcal.co/docs/msaddin.pdf>, both incorporated herein by reference. If you do not want to agree to these Terms of Use, the Privacy Policy, or the Standard Agreement, you must not access or use our Products.

The Products are offered and available to users who 18 years of age or older. By using this Product, you represent and warrant that you are of legal age to form a binding contract with the Company. If you do not meet this requirement, you must not access or use the Products.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Products thereafter. Meshcal will notify you either by email to your most recently provided email address, by posting the updated or revised Terms of Use on the Website, or by any other manner chosen by Meshcal in its commercially reasonable direction.

Your continued use of the Products following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Scope

Meshcal’s Extension facilitates the online scheduling of appointments. You may access and use the Extension only in accordance with these Terms of Use. Please note that these Term of Use govern your use of the Extension, including, but not limited to, the process through which you schedule appointments with others. The Meshcal Website is provided to provide general information about our Products to you and to keep you up to date on upcoming developments. When using Extension or Website, including any features, you are subject to any agreements, policies or guidelines applicable Products that may be posted from time to time.

Accessing the Products and Security

We reserve the right to withdraw or amend the Website, Extension, and any service or material we provide in our sole discretion without notice. We will not be liable if for any reason all or any

part of the Products are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Products.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Products.
- Ensuring that all persons who access the Products through your internet connection are aware of these Terms of Use and comply with them.

To access or use the Extension, you may be asked to provide certain details so the Extension can be used with or connected to a third party platform or application, including but not limited to Google or Microsoft Outlook. It is a condition of your use of the Extension that all the information you provide on the Extension is correct, current, and complete. You agree that all information you provide to register with or connect with the Extension or otherwise, is governed by our Privacy Policy <https://meshcal.co/docs/privacy.pdf>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You must treat your login credentials to the applicable third party platforms or our Products as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Extension using your user name, password, or other security information.

We have the right to disable any user at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

You are solely responsible for all activity in connection with access to Products through your account or using your password, and for the security of your computer systems, and in no event shall Meshcal be liable for any loss or damages relating to such activity.

Intellectual Property Rights

The Products and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Meshcal, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Products for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material (including, but not limited to, software or code) on our Products, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile, or other applications for download, including browser extensions or other Extensions, you may download a single copy to your computer, mobile device, or authorized third party application, solely for your own personal, non-commercial use, provided you agree to be bound by our Standard Contract

<https://meshcal.co/docs/msaddin.pdf> for such applications, or any other contract terms we agree to. If there is any conflict between the terms of this Terms of Use and the Standard Agreement, the Terms of Use shall control.

You must not:

- Modify copies of any materials from the Products.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Products.

You must not access or use for any commercial purposes any part of the Products or any services or materials available through the Products.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Products in breach of the Terms of Use, your right to use the Products will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Products or any content on the Products is transferred to you, and all rights not expressly granted are reserved by Meshcal. Any use of the Products not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

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Prohibited Uses

You may use the Products only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Products:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

- To impersonate or attempt to impersonate Ligerio, an employee, another user, or any other person or entity (including, without limitation, by using email addresses or user names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Products, or which, as determined by us, may harm Meschal or users of the Products, or expose them to liability.

Additionally, you agree not to:

- Use the Products in any manner that could disable, overburden, damage, or impair the Products or interfere with any other party’s use of the Products, including their ability to engage in real time activities through Products.
- Use any robot, spider, or other automatic device, process, or means to access the Products for any purpose, including monitoring or copying any of the material on or from the Products.
- Use any manual process to monitor or copy any of the material on or from the Products, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Products.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Products, the server on which the Product is stored, or any server, computer, or database connected to the Products.
- Attack the Products via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Products.

User Contributions

The Products may contain message boards, personal web pages or profiles, forums, text boxes , and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Products.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Meshcal, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Products.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Products or the public, or could create liability for the us.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Products.
- Terminate or suspend your access to all or part of the Products for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Products. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Products, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy <https://meshcal.co/docs/privacy.pdf>.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Website or the Extension is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to Products, or by anyone who may be informed of any of its contents.

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Changes to the Products

We may update the Products from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Products may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Products

All information we collect through the Products is subject to our Privacy Policy <https://meshcal.co/docs/privacy.pdf>. By using the Products, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Links from the Products

If the Products contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Products, you do so entirely at your own risk and subject to the terms and conditions of use for such websites or other resources.

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Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PRODUCTS, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PRODUCTS OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT PAID IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

CUSTOMER ACKNOWLEDGES AND AGREES THAT MESHCAL IS IN NO WAY RESPONSIBLE FOR CUSTOMER'S RELATIONSHIP WITH THIRD PARTIES, INCLUDING BUT NOT LIMITED TO MICROSOFT OR GOOGLE, AND IS IN NO WAY RESPONSIBLE OR LIABLE FOR SUCH PARTIES' ACTIONS, OBLIGATIONS, ISSUES OR WRONGDOINGS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Products, including, but not limited to, your User Contributions, any use of the Product's content and services other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Products.

Governing Law and Jurisdiction

All matters relating to the Products and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Products shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in the City of Rochester and County of Monroe although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Products, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York Law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PRODUCTS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, and End User License Agreement constitute the sole and entire agreement between you and Company regarding the Products and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Products.

Your Comments and Concerns

The Products are operated by Ligerio, Inc.

All other feedback, comments, requests for technical support, and other communications relating to the Products should be directed to: support@Ligerio.com