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**Effective: August 14, 2021**

## **FIRSTHAND TERMS OF SERVICES**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THIS SITE, CLICKING ON THE "I ACCEPT" BUTTON, OR CREATING AN ACCOUNT, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH FIRSTHAND. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE OR CANNOT MAKE THE REPRESENTATIONS ABOVE, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES.

WE RESERVE THE RIGHT TO UPDATE THESE TERMS AT ANY TIME BY POSTING AN UPDATED COPY OF THE TERMS TO THE SITE AND YOU WAIVE THE RIGHT TO NOTICE OF ANY SPECIFIC CHANGES TO THESE TERMS. BY CONTINUING TO ACCESS AND USE THE SITE AFTER THESE TERMS ARE UPDATED, YOU AGREE TO THE UPDATED TERMS.

This career engagement platform site including any mobile applications hereof ("Site") is owned and operated by Firsthand, an affiliate of Infobase Holdings, Inc. ("Firsthand"). By accessing or using this Site and the resources and services available herein (collectively, the "Online Services"), you agree to these Terms & Conditions (these "Terms"). If you do not agree to these Terms, do not access or use the Online Services. If you have any questions about the Terms, please contact us at [support@firsthand.co](mailto:support@firsthand.co).

### **Account and Registration**

In order to use the Online Services, you must create a Firsthand profile ("Account"). In order to create your Account, you may be required to provide the following information to Firsthand:

- Your name, a valid e-mail address, and such other information as we may require from time to time; and
- A username and password.

Alternatively, you may be seamlessly logged into the Online Services through single-sign-on via your employer's or academic institution's intranet portal, and/or you may choose to be authenticated through a third-party social media or authentication service (e.g., Facebook, LinkedIn, Google).

You may also choose to provide other types of information about your education and background in your Firsthand profile which you acknowledge may be publicly accessible through the Online Services.

You represent and warrant that any information you provide to Firsthand in connection with your Account will be true, accurate, current, and complete. Your Firsthand Account is personal to you, and you may not share your Account information with, or allow access to your account by, any third party. You are solely responsible for maintaining the confidentiality of your password(s) and for restricting access to your computer, and for all activities that occur under your Account or password. You will be solely responsible for the losses incurred by us and others due to any unauthorized use of your account. You agree to notify us immediately of any unauthorized use of your Account and/or password(s) and any other breach of security relating to the Online Services. We reserve the right to terminate any Account at any time in our sole discretion, including without limitation for any failure to comply with these Terms, any fraud or abuse, or any misrepresentation that you or anyone using your Account may make to us.

If you are accessing the Online Services through a school, university or other institution that has an active written agreement with Firsthand, your access to the Online Services expires with the expiration of your institution's written agreement with Firsthand, unless your institution renews this agreement.

To ensure continuous access to the Online Services if you are an individual paying for access to the Online Services, unless you have turned the auto-renew off in your Account (or are otherwise accessing the Online Services under a separate written agreement with Firsthand through your institution), you agree that your subscription to the Online Services will automatically renew for successive renewal terms at the end of your current term at the then-prevailing subscription rate. Promotional discounts or other offers apply to first term only. You may cancel auto-renewal at any time in your Account settings. Should you choose to cancel auto-renewal, your account will be active through the duration of your current term but will not auto-renew upon its completion. Membership packages are non-refundable in whole or in part.

### **Use of the Online Services**

Firsthand grants its users a nonexclusive, revocable right to use the Online Services provided that no user may copy, modify, create a derivative work of, reverse engineer, disassemble or otherwise attempt to discover any source code, or otherwise breach these Terms. All right, title, and interest in and to the Online Services, and the intellectual property rights appurtenant thereto will remain the exclusive property of Firsthand and its licensors. The Services and all Resources available therein are protected by copyright, trademark, and other laws of both the United States and foreign countries. Firsthand reserves all rights not expressly granted in these Terms on behalf of itself and its licensors and suppliers. You acknowledge and agree that any feedback, comments, or suggestions that you may choose to provide to Firsthand in connection with the Site or Services will become the sole property of Firsthand and Firsthand will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you. All trademarks, service marks, and trade names (collectively the "Marks") that appear in the Online Services are proprietary to Firsthand, or the other respective owners of such Marks. You may not display or reproduce the Marks in any manner without the prior written consent of Firsthand, and you may not remove or otherwise modify in any manner any trademark notices from any content offered or received through the Online Services.

The Online Services are intended for your individual use and may not be resold or redistributed to third parties. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any of the content or communications featured or displayed in the Online Services ("Content"), including without limitation text, graphics, photographs, images, moving images, sound, illustrations, information, software, products or services and the arrangements thereof, except as expressly permitted hereunder. You acknowledge that any unauthorized use of any Content could cause irreparable harm to us and agree that in the event of any such unauthorized use, we will be entitled to an injunction in addition to any other remedies available at law or in equity. Subject to any expressly stated restrictions or limitations stated in the Online Services relating to specific material, you may electronically copy and/or print hard copy portions of Content solely for your own noncommercial use, or to place an order with us. Any other use of Content, including the modification, reproduction, distribution, republication, display or transmission of any Content, without our prior written permission is strictly prohibited.

You agree that you will not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site or use or access to the Online Services, including without limitation any "scraping" or using any robot, spider or other automated means (provided that nothing herein shall prohibit an Advisor from conducting paid Advisee services through the functionality of the Site as permitted herein). Running or displaying the Online Services or any information or material displayed on this Site in frames, via "in-line" linking or through similar means on another website without our prior written permission is prohibited. Any permitted links to the Online Services must comply with all applicable laws, rules and regulations. You may not use any meta tags or other "hidden text" utilizing our name or any of our trademarks, or those of any manufacturer of products featured on this Site, without express written permission. Additionally, you agree that you will not: (a) take any action that, in our sole discretion, imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (b) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (c) bypass any measures we may use to prevent or restrict access to the Site.

## **Making a Purchase**

If you wish to purchase Resources (as hereinafter defined) available through the Online Services and free access to such resources is not available through your school, university or institution, you will be asked to supply certain information, including but not limited to your credit card or other payment information and your shipping address for any tangible products. You agree that all information that you provide to us will be accurate, current and complete. You agree to pay all charges incurred through your Account and/or any credit card or other payment mechanism issued to you, including without limitation any applicable taxes and shipping, handling and processing charges, if any, relating to such purchases and transactions. We will charge your credit card when your item is purchased. Credit card orders shipped to a location other than your billing address may require additional verification. All monetary transactions through the Online Services shall take place in U.S. dollars. You are not permitted to purchase products or services through the Online Services that are intended for resale. Firsthand currently uses third parties to process payments. Our third-party payment processors accept payments through various credit cards, including, but not limited to: Visa, MasterCard and American Express, as detailed on the applicable payment screen.

Except where applicable law requires otherwise, Firsthand does not accept returns of items or services purchased through the Online Services such as printed Guides, downloadable Guide PDFs or gift certificates. Firsthand also does not issue refunds for memberships and career services (like resume reviews by an expert) that are purchased through the Online Services.

## **Mentoring Sessions and Career Placement Services**

The Online Services are a resource to students (“Students”), alumni (“Alumni”), job seekers and employers. The Online Services provide various resources, networking opportunities, and a communication platform for Advisors and Advisees (as such terms are defined below) to connect. The Online Services enable communications between Students, Alumni or other job seekers (collectively, “Advisees”) and registered career advisors (“Advisors”) that are selected by the Advisee through the Online Services to receive career mentorship and advice during mentoring sessions. Although Firsthand provides the platform, the Advisor and Advisee negotiate and enter a contract regarding the price for the sessions. Many Students and Alumni will be provided access to the Online Services through their academic institution (“Institution”), which may include access through a co-branded solution accessible through their Institution’s intranet portal and which may also include the mentoring sessions at no additional cost. In such instances, the written Subscription Agreement between Firsthand and the Institution shall control in the event of any conflicting terms with these Terms. For all other Advisees, the cost of the mentoring sessions shall be established by the selected Advisors and all payments for the mentoring sessions must occur through the Online Services. The Online Services also offer a variety of career placement services including member directories, events, fairs, job postings, alumni groups, discussion forums, direct messaging capabilities and other career-oriented content and resources (“Resources”).

Firsthand makes no representation or warranty whatsoever as to (a) the willingness or ability of any specific Advisor to give advice or provide opportunities, (b) whether the Advisee will find the advice or opportunities given by an Advisor satisfactory, (c) whether the advice or opportunities the Advisor offers will provide an adequate answer to the Advisee’s question(s) or (d) whether the Advisor’s advice will otherwise be suitable to the Advisee’s needs. Advisee acknowledges and agrees that Firsthand does not screen, refer, endorse, recommend, verify, evaluate or guarantee any advice, opportunities, information or other services provided by Advisors. Advisees should not consider anything to be a referral, endorsement, recommendation or guarantee by Firsthand of an Advisor’s advice, opportunities, information or other services. Firsthand does not guarantee the validity, accuracy, completeness, safety, legality, quality or applicability of the Resources on the Site and anything spoken or written by its Advisors, including any information contained in an Advisor profile which is the sole opinion of the Advisor.

## **User Submissions**

The Online Services allow users to upload, post, and transmit text, resumes, survey results, photographs, images, posts, communications, personally identifiable information, video/audio/sound recordings, ratings, reviews or other materials or information ("Submission"). You own and retain all rights to your Submission and you grant to Firsthand a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, fully sublicenseable and transferable right and license to access, use and display your Submission to enable your use of the Online Services and as otherwise permitted by these Terms. You agree to the following:

- your Submission is original to you, accurate and not an impersonation of any other person or entity;
- you are currently the bona fide user indicated in your profile and your Submission reflects your true and honest opinions, advice, questions or recommendations. To the extent you are accessing the Site in your capacity as an employee, student or representative of an organization, employer or Institution, you acknowledge and agree that your postings are your own and do not necessarily reflect the opinions of your organization;
- you are over the age of majority, or, if a minor, your parent or legal guardian consents to your Submission;
- your Submission is not false, misleading, offensive, profane, vulgar, obscene, derogatory, defamatory, libelous, slanderous, or otherwise inappropriate;
- your Submission does not contain content which infringes any third party's copyright, patent, trademark, trade secret, right of publicity, right of privacy, moral rights, and/or any other applicable personal or proprietary rights;
- your Submission does not contain content which violates any law, statute, ordinance or regulation or content that engages in, encourages, advocates, or provides instructions for conduct that would constitute a criminal or civil offense under any law, statute, ordinance or regulation;
- your Submission does not contain material or content that is, or may reasonably be considered to be, hate speech, whether directed at an individual or group, or that is otherwise unlawfully threatening or unlawfully harassing to any individual, partnership, corporation, or political body;
- your Submission does not contain programming or materials containing any Trojan horses, viruses, worms, harmful code, or other potentially damaging information, programs, or file; and
- Firsthand's use of your Submission does not violate these Terms and will not cause injury to any person or entity.

Firsthand does not and cannot review all Submissions posted to or created by users accessing the Online Services and is not in any manner responsible for the content of these Submissions. Firsthand will have no obligation to review or post any Submission(s). Firsthand reserves the right to block or remove Submissions and/or users at any time in its sole and absolute discretion. Except as otherwise provided for herein, your Submission will be considered non-confidential and non-proprietary and Firsthand will have no confidentiality obligations with respect to your Submissions.

You acknowledge that with respect to any Submission to a publicly accessible portion of the Online Services, the grant of rights to Firsthand shall include the right for Firsthand to reproduce, modify, adapt, publish, translate, create derivative works of, distribute, display, and perform such Submission(s), in whole or in part, in any media, format or technology, whether now known or hereafter discovered, and in any manner including, but not limited to, all promotional, public viewing and/or commenting (whether on Firsthand's web pages or on third party web pages), advertising, marketing, merchandising, publicity, and commercial uses and ancillary uses thereof, without any further notice or payment to or permission needed from you (except where prohibited by law). You also agree to waive any applicable moral rights as contained in your Submission(s) for any of the proposed uses listed above.

By submitting your Submission, you agree to release, hold harmless and indemnify on behalf of yourself and your successors, assigns and representatives, Firsthand and each of its respective officers, directors and employees from and against any and all claims, suits, actions, demands, liabilities and damages of any kind whatsoever arising out of or in connection with the use of your Submission, including, without limitation, any and all claims for false advertising, copyright infringement, invasion of privacy, violation of the right of publicity or of moral rights, and/or defamation. Without limiting the foregoing, in no event will you be entitled

to, and you waive any right to, enjoy, restrain or interfere with use of your Submission or the exploitation of any of the Firsthand's rights as noted above.

You acknowledge that you may not terminate or rescind the grants of rights and licenses and/or the releases contained in these Terms at a later time. Firsthand does not guarantee that you will have any opportunity to edit or delete your Submission. You acknowledge that you are solely responsible for the contents of your Submission(s).

## **Data Protection**

Firsthand shall implement and maintain appropriate technical, physical and organizational controls to protect the integrity and security of the Online Services. In order to access and use the Online Services, you will need to submit and transmit certain personally identifiable information to Firsthand and the Online Services and you hereby acknowledge and agree that such personally identifiable information will be subject to the [Firsthand Privacy Policy](#) ("Privacy Policy") and these Terms. For the avoidance of doubt, the Privacy Policy is hereby incorporated into, and forms an integral part of, these Terms and if you do not agree to, and comply with, the Privacy Policy, you may not access or use the Online Services. You further acknowledge and agree that you will be solely responsible for the following: (i) the accuracy, quality, and legality of personally identifiable information submitted and transmitted to the Online Services; (ii) complying with all necessary transparency and lawfulness requirements under applicable law for the collection and use of the personally identifiable information, including obtaining any necessary consents and authorizations; and (iii) ensuring you have the right to transfer, or provide access to, the personally identifiable information to Firsthand and the Online Services. You are not permitted to submit or transmit to the Online Services, or otherwise provide Firsthand, with any "sensitive" or "special categories" of personally identifiable information that are afforded heightened legal protection (e.g., social security numbers), unless otherwise agreed to separately by Firsthand, you are solely responsible for reviewing the Online Services, including any available security documentation and features, to determine whether they satisfy your requirements, business needs, and legal obligations.

California Users. To the extent that the California Consumer Privacy Act of 2018, as amended ("**CCPA**") applies to your use of the Online Services, this clause shall apply. Unless defined elsewhere in these Terms, each capitalized term that is used, but not defined, in this clause shall be ascribed the meaning set forth in the CCPA. Each party acknowledges and agrees that you shall be considered a Business and Firsthand shall, in its role of providing the Online Services, be considered a Service Provider for purposes of the CCPA. Each party further acknowledges and agrees that the collection and disclosure of Personal Information submitted and transmitted to the Online Services (i) does not constitute, and is not the intent of either party for such disclosure to constitute, a Sale of Personal Information under the CCPA, and (ii) if valuable consideration, monetary or otherwise, is being provided by you to Firsthand, such valuable consideration, monetary or otherwise, is so being provided for use of the Online Services and not for the disclosure of Personal Information. You hereby represent to Firsthand that you shall only disclose Personal Information to Firsthand and the Online Services for a permissible Business Purpose and you have the consent or other lawful basis to so furnish such Personal Information to Firsthand and the Online Services. Firsthand shall only Process your Personal Information in accordance with these Terms, unless otherwise required by law, or judicial or administrative order or rule. Without limiting the foregoing, Firsthand shall not retain, use, or disclose your Personal Information for any purpose other than for the specific purpose of performing the Online Services, or as otherwise permitted by law or these Terms, including retaining, using, or disclosing your Personal Information for a Commercial Purpose other than providing the Online Services. For the avoidance of doubt, Firsthand shall not Sell your Personal Information or authorize or otherwise permit any third party subcontractor to undertake the same. Upon written request from you, Firsthand shall promptly provide you access to, and/or delete, your Personal Information in Firsthand's custody or control, or in the custody or control of a third party acting on Firsthand's behalf, or otherwise provide you the technical controls necessary to satisfy the same. In the event Firsthand is unable to delete your Personal Information for reasons permitted under law, Firsthand shall (i) promptly inform you of the reason(s) therefor, (ii) continue to protect the privacy, confidentiality, and security of such Personal Information in

accordance with these Terms, and (iii) delete such Personal Information promptly as soon as reasonably practicable.

European, Swiss, and UK Users. You acknowledge and agree to notify Firsthand of any intent you have to submit or transmit personally identifiable information to Firsthand and the Online Service that is subject to, or otherwise afforded protection under, European Union (EU), Swiss, or United Kingdom (UK) data protection laws. In the event you are permitted by Firsthand to submit or transmit such personally identifiable information to the Online Services, each party shall comply with its obligations and responsibilities set forth in Exhibit 1 (**Data Processing Addendum**). Notwithstanding any other provision within this Agreement, to the extent Firsthand collects and processes, on your behalf, any personally identifiable information that is subject to, or otherwise afforded protection under, EU, Swiss, or UK data protection laws, such collection and processing shall be subject to Exhibit 1 only (and not the Privacy Policy). In the event of a conflict between these Terms and Exhibit 1, the terms and conditions set forth in Exhibit 1 shall supersede and control with respect to such conflict. For the avoidance of doubt, each party understands and agrees that Firsthand's collection and use of business contact data of your employees, personnel, or third parties involved in performance or use of the Online Services does not constitute processing on your behalf for purposes of Exhibit 1 and in the event Firsthand collects and processes such business contact data, it shall comply with its **Privacy Policy**. You shall immediately, and within ten (10) days after execution of these Terms, provide written notice to Firsthand with respect to the supervisory authority responsible for ensuring your compliance with, as applicable, EU, Swiss, or UK data protection laws and such supervisory authority(ies) shall be incorporated into the Standard Contractual Clauses (as defined in Exhibit 1), including at Clause 13 and Annex I.

## **Code of Conduct**

By accessing or using the Online Services or any other feature provided through the Site, including but not limited to, when submitting a Submission to our Site, you agree to abide by the following standards of conduct.

*You agree that you will not, and will not authorize or facilitate any attempt by another person or entity to:*

- Use the Online Services in breach of these Terms;
- Reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Online Services or access to the Online Services;
- Harass, threaten, stalk or intentionally embarrass or cause distress to another person or entity;
- Impersonate another person or entity or make any false statement regarding your employment, agency or affiliation with any person or entity;
- Provide any misleading, false or inaccurate information or imply that you hold skills or qualifications that you do not hold, imply that you can provide services outside your field(s) of expertise, or implying you can offer opportunities (e.g., jobs or positions) that you are not able to offer;
- Solicit personally identifiable information from or exploit any individual under eighteen (18) years of age;
- Take any actions that may undermine, disrupt or manipulate the integrity of the feedback (rating) systems of the Online Services.
- Engage in disruptive activity such as sending multiple messages in an effort to monopolize the forum or posting unrelated to a forum's designated topic or theme;
- Introduce viruses, worms, Trojan horses, harmful code, or any software or other materials that contain a component harmful to the website;
- Gain unauthorized access to any computer system or nonpublic portion of the Online Services or interfere with or disrupt the Online Services, servers, or networks connected to the Site;
- Invade the privacy of any person, including posting personally identifying or otherwise private or sensitive information about a person without their consent or harvesting personally identifiable information about the Sites' users;

- Disclose any information that was provided to you during a private mentoring, chat, audio or video meeting session. You agree to use your best efforts consistent with commercially reasonable practices, to guard a user's privacy rights in respect to such session;
- Use the Online Services in a manner that would place the user in violation of any applicable rules, regulations or code of conduct of the user's Institution or employer, including divulging any restricted, confidential or proprietary information about such Institution or employer;
- Use the Online Services in an illegal way or to commit an illegal act in relation to the Online Services or that otherwise results in fines, penalties, and other liability; or access the Online Services from a jurisdiction where it is illegal or unauthorized.

Firsthand cannot and does not assure that other users of the Online Services are or will be compliant with the foregoing Code of Conduct or any other provisions of these Terms, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance. The foregoing including the following:

- The Online Services enable the transfer of files between users of the site (e.g., Advisors and Advisees). Opening any such files is at your sole option and risk. It is your responsibility to scan such files with an anti-virus software application prior to opening them. Firsthand is not responsible for the transfer of any computer viruses, malicious software or other damage resulting from opening any such files from other users.
- Firsthand does not screen or edit the content of communications between users and shall have no obligation to do so. However, you acknowledge that Firsthand may screen, copy, transmit and review all communications conducted by or through the Online Services in its discretion for technical support and/or to uphold this Code of Conduct.

#### **Links to Other Sites**

The Online Services may include links to third party websites and applications. You are responsible for evaluating whether you want to access or use such links. Firsthand is not responsible for and does not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of all links to third party websites and applications.

#### **DMCA**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials posted on the Site infringe your copyright, you (or your agent) may send us a "Notification of Claimed Infringement" requesting that the material be removed, or access to it blocked. Notices must comply with the DMCA and be sent with a subject line of: Attn: Copyright Agent to: [support@firsthand.co](mailto:support@firsthand.co).

#### **Disclaimer**

Released Parties Defined. "Released Parties" include Firsthand, and its affiliates including Infobase Holdings, Inc., and its and their officers, directors, employees, agents, partners, and licensors.

#### **YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

**(A) YOUR USE OF THE ONLINE SERVICES AND YOUR RELIANCE ON ANY INFORMATION AVAILABLE HEREIN IS AT YOUR SOLE RISK. THE ONLINE SERVICES AND RESOURCES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS. FIRSTHAND SHALL NOT BE DEEMED THE PROVIDER OF ANY INFORMATION PROVIDED BY OTHER USERS OF THE**

**ONLINE SERVICES AND ALL INFORMATION AVAILABLE THROUGH THE ONLINE SERVICES IS FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE CONSIDERED A SUBSTITUTE FOR PROFESSIONAL ADVICE OR COUNSEL. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;**

**(B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE ONLINE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE SERVICES WILL MEET YOUR NEEDS OR ACHIEVE ANY SPECIFIC RESULTS, OR (iv) AS TO THE QUALITY OF THE ADVISORS, ADVICE, RESOURCES OR OPPORTUNITIES AVAILABLE THROUGH THE SITE OR THE ACCURACY, TIMELINESS OR COMPLETENESS THEREOF; AND**

**(C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE THAT RESULTS FROM THE USE OF ANY SUCH MATERIAL.**

#### **Limited Liability**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FIRSTHAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE ONLINE SERVICES; (ii) INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE ONLINE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY THROUGH THE ONLINE SERVICES; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THESE TERMS OR THE ONLINE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ONLINE SERVICES OR YOUR USE OF THE SITE OR RESOURCES, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$10.**

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any Content, or (iii) your breach of these Terms including the Code of Conduct. We will provide notice to you promptly of any such claim, suit, or proceeding.

#### **Conflict Resolution**

These Terms and the relationship between you and us will be governed by the laws of the State of New York without regard to its conflict of law provisions. You agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Online Services under the rules of the American Arbitration Association on a single plaintiff basis. Any such arbitration will be conducted in New York, New York. You agree to submit to the exclusive jurisdiction of arbiters in this forum and agree to waive all claims

of personal or subject matter jurisdiction, to the extent permissible. You also acknowledge and understand that, with respect to any dispute arising out of or relating to your use of the Online Services:

- You agree to arbitration.
- You are giving up your right to have a trial by jury.
- You are giving up your right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving any such dispute; and you must file any claim within one (1) year after such claim arose or it is forever barred.

## **Termination**

Notwithstanding any of these Terms, we reserve the right, without notice or attendant liability, and in our sole discretion, to terminate your access to the Online Services, and to block or prevent future access to and use of the Online Services for any reason or no reason. Upon termination, these Terms will still apply.

You may terminate any written agreement with Firsthand by sending an email to [support@firsthand.co](mailto:support@firsthand.co). Firsthand shall invalidate your username and password within thirty (30) days of receiving such notice. You may also inactivate your account with Firsthand for any desired period of time from within your Firsthand account. Notwithstanding termination, all obligations under these Terms which relate to activity occurring prior to the termination date shall remain in full force and effect.

## **Rules for Sweepstakes, Contests, and Games**

Any sweepstakes, contests, and games that are accessible through the Online Services may be governed by specific additional rules. By entering such sweepstakes or contests or participating in such games you will become subject to those rules. We urge you to read the applicable rules, which are presented in connection with the particular activity, and to review our Privacy Policy, which discusses and governs (in addition to these Terms) any information you submit in connection with certain sweepstakes, contests, and games.

## **Compliance**

You are solely responsible for reviewing the Online Services, including any available security documentation and features, to determine whether they satisfy your requirements, business needs, and legal obligations.

## **International Usage**

Firsthand is based in the United States and controls and operates the Online Services from within the United States of America. To the fullest extent permitted by applicable law, we make no representation that materials available through the Online Services are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Software is further subject to United States export controls. No Software may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or accessing the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. We reserve the right to limit the availability of the Site and/or the provision of any service, program, film, or other product described thereon to any person, geographic area, or jurisdiction we so desire, at any time

and in our sole discretion, and to limit the quantities of any such service, program, film, or other product that we provide.

### **Waiver**

Our failure to partially or fully exercise any rights or our waiver of any breach of these Terms by user shall not prevent our subsequent exercise of such right or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms. Our rights and remedies under these Terms and any other applicable agreement between you and us shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

### **Severability**

If any of these Terms is be deemed invalid, void, or for any reason unenforceable, that term will be severed and will not affect the validity and enforceability of any remaining term or condition.

### **No Assignment**

You shall not assign your rights and obligations under these Terms, in whole or in part, whether voluntarily or by operation of law, without the prior, written consent of Firsthand. Any purported assignment without the appropriate prior written approval will be null and void and of no force or effect.

### **Changes to these Terms**

Firsthand reserves the right to change or modify these Terms, in whole or in part, at any time in its sole discretion upon notice to you by electronic means, including by posting the updated Terms to the Site. **Any changes or modifications will be effective immediately upon posting and you waive any right you may have to receive specific notice of such changes or modifications.** Your continued use of this Site following any such changes or modifications confirms your acceptance of these Terms and such changes or modifications. If you do not agree to these Terms, you must stop accessing and using the Site.

### **Entire Agreement**

These Terms, including any other Firsthand terms or policies linked to from within these Terms constitute the entire agreement between you and us with respect to this Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Site, except as specifically set forth in these Terms. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other contracts. Any rights not expressly granted herein are reserved.

### **Contact Us**

If these Terms do not address your question, or if you would like to report a violation of our Code of Conduct, please contact us as follows:

#### **By Phone**

1.800.322.8755

#### **E-mail**

[support@firsthand.co](mailto:support@firsthand.co)

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**Last Updated: July 1, 2021**

**Exhibit 1**  
**Data Processing Addendum**

**1. DEFINITIONS**

1.1 In this Data Processing Addendum (“**DPA**”), capitalized terms shall have the following meanings, unless defined in the Terms or otherwise required given the context:

<b>“Applicable Data Protection Laws”</b>	means the GDPR and all applicable European Union (EU) Member State legislation implementing the same; the Switzerland Federal Act on Data Protection of June 19, 1992 and all of its ordinances, including the Ordinance to the Federal Act on Data Protection; and, to the extent applicable, the UK Data Protection Act 2018;
<b>“Data Controller”</b>	means you;
<b>“Data Processor”</b>	means Firsthand;
<b>GDPR</b>	means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (EU), and all EU Member State legislation implementing the same;
<b>“Standard Contractual Clauses”</b>	means the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council;
<b>“Subprocessor”</b>	means any Processor engaged by the Data Processor (or by any other Subprocessor of the Data Processor) to Process Personal Data on behalf of the Data Controller in accordance with its Instructions and the terms of the written subcontract.

The terms “**Personal Data**,” “**Personal Data Breach**,” “**Process/Processing**,” “**Special Categories of Data**” and “**Supervisory Authority**,” shall each have the meaning ascribed to it in the Applicable Data Protection Laws.

1.2 The captions and section headings used are for the purposes of reference and convenience only, are not a part of this DPA, and shall not be used in construing this DPA. References in this DPA to “writing” or “written” includes e-mails and certified mail.

**2. SCOPE AND APPLICATION OF THIS DPA**

2.1 This DPA only supplements the provisions of the Terms in relation to the Online Services provided by the Data Processor to the Data Controller pursuant to the Terms.

**3. DATA PROCESSING OBLIGATIONS**

3.1 With respect to Personal Data uploaded to the Online Services, the Data Controller will be responsible for complying with all requirements that apply to it under Applicable Data Protection Laws. In particular but without prejudice to the generality of the foregoing, the Data Controller acknowledges and agrees that it will be solely responsible for the following: (i) the accuracy, quality, and legality of Personal Data uploaded to the Online Services; (ii) complying with all necessary transparency and lawfulness requirements under applicable law for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations; (iii) ensuring the Data Controller has the right to transfer, or provide access to, the Personal Data to the Data Processor for Processing in accordance with the Terms (including this DPA); and (iv) ensuring that its Processing instructions comply with all Applicable Data Protection Laws. The Data Controller will not input into the Online Services, or otherwise provide the Data Processor, with any Special Categories of Personal Data, unless otherwise agreed to separately by the Data Controller. The Data Controller will inform the Data Processor, immediately and without undue delay, if Data Controller is not able to comply with its responsibilities set forth in this DPA.

3.2 The Data Processor agrees to Process the Personal Data in accordance with the terms and conditions set out in this DPA, and in particular the Data Processor undertakes: (i) to Process the Personal Data only on behalf of the Data Controller and at all times in compliance with the Data Controller’s Instructions as defined in this

DPA, and all Applicable Data Protection Laws; (ii) to ensure that any personnel entrusted with Processing the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; and (iii) to implement and maintain commercially reasonable technical and organizational measures to appropriately protect Personal Data against a Personal Data Breach, and which shall include security requirements no less stringent than the ones the Data Processor implements and maintains to protect the confidentiality, integrity, and availability of its own proprietary information.

- 3.3 The Data Processor agrees to promptly notify the Data Controller about (i) any legally binding request for disclosure of the Personal Data by a government authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a government investigation; (ii) any Personal Data Breach affecting the Personal Data Processed on behalf of the Data Controller, and (iii) any request received directly from the Data Subjects (including rights to access, rectification, deletion, objection, restriction, data transfer, and the right not to be subject to a decision based solely on automated Processing, including profiling). The Data Processor will not respond directly to that request, except to notify the Data Subject that it is acting on behalf of the Data Controller and to furnish the Data Subject with the contact information of the Data Controller. The Data Processor, taking into account the nature of the Processing, will assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights.
- 3.4 The Data Processor agrees to provide commercially reasonable cooperation to the Data Controller to assist the Data Controller comply with its own legal obligations related to Personal Data, such as: notification of a Personal Data Breach to the competent supervisory authority, communication of such Personal Data Breach to the Data Subjects affected and, where applicable, implementation of data protection impact assessments and prior consultations with supervisory authorities, taking into account the nature of the Processing and the information available to the Data Processor.

#### **4. INTERNATIONAL DATA TRANSFERS**

- 4.1 The Data Controller hereby acknowledges and agrees that the Data Processor is located in the United States of America and that it will Process Personal Data in the United States of America in order to perform the Online Services. The Data Controller will ensure it has all proper authorization to transfer Personal Data to the Data Processor and the Online Services. If the Data Controller is located outside of the European Economic Area, the parties shall apply the provisions of the Standard Contractual Clauses, provided that the Standard Contractual Clauses are legally required and sufficient to meet the requirements of the applicable data protection regulations for the transfer of Personal Data by the Data Controller to the Data Processor pursuant to the Terms.
- 4.2 If the parties apply the Standard Contractual Clauses pursuant to Section 4.1 of this DPA, then the follow shall apply:
- 4.2.1 The Standard Contractual Clauses shall be governed by the Module Two, Transfer controller to processor clauses in all applicable instances.
- 4.2.2 For purposes of Clause 9(a) of the Standard Contractual Clauses, the parties agree that Option 2 shall apply as set forth in Section 7 of this DPA.
- 4.2.3 For purposes of Clause 13(a) of the Standard Contractual Clauses, the applicable supervisory authority shall be the supervisory authority identified, in writing, by the Data Controller pursuant to the Terms (Data Protection)
- 4.2.4 For purposes of Clause 17 of the Standard Contractual Clauses, the parties agree that Option 2 shall apply. In particular, the Standard Contractual Clauses shall be governed by the law of the EU Member State in which the Data Exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights, and this shall be the law of Spain.
- 4.2.5 For purposes of Clause 18 of the Standard Contractual Clauses, the parties agree that any dispute arising from the Standard Contractual Clauses shall be resolved in accordance with the dispute resolution framework set forth in the Terms. In the event, such dispute resolution framework is legally prohibited, then the parties agree that the Courts of Spain shall resolve any such disputes.
- 4.2.6 Annex I of the Standard Contractual Clauses shall be applied on the following basis: (A) (i) Data

Exporter: Data Controller, (ii) Data Importer: Data Processor, (B) (i) Categories of Data Subjects: Any and all users of the Online Services, (ii) Categories of Personal Data transferred: Personal Data relating to the use of the Online Services owned, licensed, or managed by the Data Processor, including the Personal Data set forth in the Terms and Privacy Policy, (iii) Sensitive Data transferred: none anticipated and prohibited, unless otherwise agreed to in writing by both parties, (iv) The frequency of transfer: continuous and as often as the Data Subjects use the Online Services, (v) Nature of Processing: cloud storage and facilitate access and use of the Online Services, (vi) Purpose of the data transfer and further processing: to provide access and use of the Online Services, (vii) The period for which Personal data will be retained: For the duration of the Terms and for the termination and transition period thereafter, as set forth in the Terms, to conclude, and (viii) Subprocessor transfers: The relevant information is set forth in Section 7 of this DPA; (C) The competent supervisory authority is set forth in accordance with the Terms (“Data Protection” section).

4.2.7 For purposes of Annex II of the Standard Contractual Clauses, the Data Processor shall implement and maintain the following technical and organizational security measures to protect Personal Data: (i) Measures of pseudonymisation and encryption of Personal Data, (ii) Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services (iii) Measures for ensuring the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, (iv) Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing, (v) Measures for user identification and authorisation, (vi) Measures for the protection of data during transmission, (vii) Measures for the protection of data during storage, (viii) Measures for ensuring physical security of locations at which Personal Data are processed, (ix) measures for ensuring events logging, (x) Measures for ensuring system configuration, including default configuration, (xi) Measures for internal IT and IT security governance and management, (xii) Measures for certification/assurance of processes and products, (xiii) Measures for ensuring data minimisation, (xiv), Measures for ensuring data quality, (xv) Measures for ensuring limited data retention, (xvi) Measures for ensuring accountability, (xvii) Measures for allowing data portability and ensuring erasure. The Data Processor has undertaken commercially reasonable due diligence to ensure Subprocessors have implemented commercially reasonable technical and organizational security measures to protect Personal Data.

4.2.8 For purposes of Annex III of the Standard Contractual Clauses, the list of Subprocessors is set forth in Section 7 of this DPA.

4.3 If the Standard Contractual Clauses are applicable between the parties pursuant to Section 4.1 of this DPA, their provisions will be deemed incorporated by reference into this DPA. To the extent required by the applicable data protection regulations, the parties shall enter into and execute the Standard Contractual Clauses as a separate document.

## **5. TERMINATION**

5.1 This DPA will terminate automatically upon the later of termination or expiry of (a) the Terms or (b) of the Data Processor’s obligations in relation to the Processing. Where applicable, on termination of this DPA, the Data Processor shall return to the Data Controller or delete, at the Data Controller’s request, all the Data Controller’s Personal Data in its possession or under its control. Upon the request of the Data Controller, the Data Processor shall confirm compliance with such obligations in writing and delete all existing copies, unless applicable law requires storage or otherwise permits retention of the Personal Data.

5.2 The Data Controller shall be entitled to terminate this DPA by notice in writing to the Data Processor if the Data Processor is in a material or persistent breach of this DPA which, in the case of a breach capable of remedy, shall not have been remedied within thirty (30) working days from the date of receipt by the Data Processor of a notice from the Data Controller identifying the breach and requiring its remedy.

5.3 The Data Processor shall be entitled to terminate this DPA by notice in writing to the Data Controller if the Data Controller is in a material or persistent breach of this DPA which, in the case of a breach capable of remedy, shall not have been remedied within thirty (30) working days from the date of receipt by the Data Controller of a notice from the Data Processor identifying the breach and requiring its remedy.

## **6. AUDITS AND INFORMATION REQUESTS**

6.1 The Data Processor agrees to make available to the Data Controller all information necessary to prove compliance with the obligations laid out in this DPA and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller as set forth

in this Section 6. Within the limit of one (1) audit per year and subject to the notification by the Data Controller with a thirty (30) day prior notice, except in the case of an audit requested by a supervisory authority, the Data Controller may during regular business hours, without unreasonably interfering with Data Processor's business operations, personally audit the Data Processor, or appoint a third-party auditor being subject to confidentiality obligations to carry out such audit.

- 6.2 The Data Processor shall cooperate in the case of an audit under this Section 6 and provide to the Data Controller all information necessary to carry out such audit. The Data Controller shall cover the costs and expense incurred by each party in relation to audits under this Section 6.

**7. APPOINTMENT OF SUBPROCESSORS**

- 7.1 The Data Controller authorizes the Data Processor to use of the following Subprocessors solely as required for the performance of the Online Services in connection with the Terms:

<b>Name of Subprocessor</b>	<b>Processing Function</b>	<b>Location</b>
LinkedIn	For profile data import and SSO	LinkedIn data stored globally
Twilio	Int'l Telephone numbers, programmable voice conferences, VoIP, Video chat, real-time text chat	USA, Philippines, UK
Google	Maps, Place Autocomplete, Geography Handling, Site Analytics (no PI data)	USA / Europe
Postmark	Transactional Emails	International
Cronofy	Calendar-sync for users	USA
Sentry.io	Front-end application error logging	USA / Europe (Google Data centers)
NeverBounce:	Automated email validation for large-user client imports	USA
Clearbit	API for pulling business icons for our Employer Database	USA / EU
Pendo	Traffic Analysis and User tips/guidance	USA / Europe (Google Data centers)
LibLynx	COUNTER 5 reporting	USA

- 7.2 The Data Controller authorizes the Data Processor to add and/or replace any of the aforementioned Subprocessors, provided the Data Processor informs the Data Controller in writing (which may include email or posting a clear and conspicuous notice on the Online Services) of any such intended changes at least ten (10) business days in advance, thereby giving the Data Controller sufficient time to be able to object to such changes prior to the addition and/or replacement of the Subprocessor(s). The Data Processor shall provide the Data Controller with the information necessary to enable the Data Controller to exercise its right to object to the addition and/or replacement of the Subprocessor(s). If the Data Controller objects to the change of Subprocessor(s), the Data Controller may, throughout the period of notice, terminate this DPA in writing. If the Data Controller does not terminate within the notice period, this formalizes the consent of the Data Controller to the notified change of Subprocessor(s).

- 7.3 Where the Data Processor uses the services of a Subprocessor, the Data Processor shall execute a written agreement with any such Subprocessor that contains, in substance, the same data protection obligations as those binding on the Data Processor under this DPA, including the terms of third-party beneficiary rights for Data Subjects (as set forth in the Standard Contractual Clauses). The Data Processor shall remain fully responsible to the Data Controller for the acts or omissions of its Subprocessors.

**8. MISCELLANEOUS PROVISIONS**

- 8.1 Amendments or additions to this DPA must be made in writing to be effective. Should any provision of this DPA be or become invalid, this shall not affect the validity of the remaining terms. In the event of invalidation of any provision of this DPA, the parties shall, in any case, endeavor, in good faith, to replace the invalidated provision by another one, enforceable, valid and legal, having to the greatest possible extent a legal impact equal or equivalent to the one of the initial provision.