

TERMS OF USE

Last Modified: 9/29/2023

These terms of use, together with any documents or materials they expressly incorporate by reference (together, these “Terms”) form a binding agreement between The Grid, LLC, a Colorado limited liability company (the “Company”) and the person or entity accessing the website located at Getpegboard.com including any subpages, content, functionality, and services offered thereupon (the “Website”), whether as a guest or a registered user (“User”).

These Terms govern User’s access to and use of the Website. **By using the Website, or by clicking to accept or agree to these Terms when this option is made available, User accepts and agrees to be bound and abide by these Terms, and Company’s Privacy Policy, found at Getpegboard.com incorporated herein by reference (the “Privacy Policy”).** All information the Company collects on this Website is subject to the Privacy Policy. By using the Website, User consents to all actions taken by the Company with respect to User’s information in compliance with the Privacy Policy. If User does not agree to these Terms or the Privacy Policy, User must not access or use the Website.

COMPANY PERMITS ACCESS TO THE WEBSITE SOLELY ON THE TERMS AND CONDITIONS SET FORTH HEREIN AND ON THE CONDITION THAT USER ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE “ACCEPT” BUTTON OR OTHERWISE ACCESSING THE WEBSITE, USER: (A) ACCEPTS THESE TERMS AND AGREES TO BE LEGALLY BOUND BY THEM; AND (B) REPRESENTS AND WARRANTS THAT: (1) USER IS OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (2) IF USER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, THE PERSON ACCESSING OR USING THE WEBSITE ON ITS BEHALF HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF USER AND BIND USER TO ITS TERMS.

Changes to the Terms of Use; Changes to Website

Company may revise and update these Terms from time to time in its sole discretion. All changes are effective immediately and apply to all access to and use of the Website thereafter. Notwithstanding the foregoing, any changes to the dispute resolution provisions set out in **Governing Law and Jurisdiction** will not apply to any disputes for which User has actual notice on or before the date the change is posted on the Website. User’s continued use of the Website following the posting of revised Terms means that User accepts and agrees to the changes. User is expected to check this page frequently to remain apprised of any changes.

The Company may update the content on this Website, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and the Company is under no obligation to update such material.

Accessing the Website; Account Security

The Company reserves the right to withdraw or amend this Website, and any service or material Company provides on the Website, in its sole discretion without notice. The Company will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, the Company may restrict access to all or any portion of the Website to users, including registered users.

User is responsible for both:

- Making all arrangements necessary for User to have access to the Website.
- Ensuring that all persons who access the Website through User's internet connection are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, User may be asked to provide certain registration details or other information. It is a condition of User's use of the Website that all the information User provides on the Website is correct, current, and complete. User agrees that all information User provides to register with the Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by the Privacy Policy, and User consents to all actions the Company may take with respect to User's information consistent with the Privacy Policy.

If User chooses, or is provided with, a username, password, or any other piece of information as part of the Company's security procedures, User must treat such information as confidential, and User must not disclose it to any other person or entity. User also acknowledges that User account is personal to User and agrees not to provide any other person with access to all or any portion of this Website using User's username, password, or other security information. User agrees to notify the Company immediately of any unauthorized access to or use of User's username or password or any other breach of security. User also agrees to ensure that User exits from User's account at the end of each session. User should use particular caution when accessing User's account from a public or shared computer so that others are not able to view or record User's password or other personal information.

The Company has the right to disable any username, password, or other identifier, whether chosen by User or provided by the Company, at any time, in the Company's sole discretion, for any or no reason, including, if, in the Company's opinion, User has violated any provision of these Terms.

Online Payments

User may pay for certain services through the Website, subject to the terms and conditions set forth in this Section ("Payment"). By making a Payment, User affirms that: (1) User is at least 18 years of age or of sufficient legal age to form a binding contract with Company; (2) User is permitted to access or use the Website and complete the Payment; and (3) User accepts and agrees to be bound by this Agreement.

All prices, discounts, and promotions posted on the Website are subject to change without notice. The price charged will be the price in effect at the time the order is placed and will be set out in User's order confirmation email. Price increases will only apply to orders placed after such changes. Company strives to display accurate price information, however it may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. Company reserves the right to correct any errors, inaccuracies, or omissions at any time and to cancel any Payments arising from such occurrences.

Terms of Payment are within Company's sole discretion. Payments are made through a third party service provider and are subject to the terms and conditions and privacy policy of such provider. User represents and warrants that: (1) User's credit card information is true, correct, and complete; (2) User is duly authorized to use such credit card for the Payment; (3) charges incurred by User will be honored by User's credit card company; and (4) User will pay charges incurred by User at the posted prices, including all applicable taxes, if any, regardless of the amount quoted at the time of User's order. In the event that Company must pursue legal action in order to collect on balances due, User agrees to reimburse Company for all expenses incurred to recover any and all sums due, including but not limited to all attorney's fees and other expenses.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THE PURCHASE OF ANY PRODUCT OR SERVICE THROUGH THE WEBSITE: (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. COMPANY'S SOLE AND ENTIRE MAXIMUM LIABILITY WITH RESPECT TO PURCHASES MADE THROUGH THE WEBSITE, AND USER'S SOLE AND EXCLUSIVE REMEDY, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY USER FOR THE PRODUCTS AND/OR SERVICES USER HAS ORDERED THROUGH THE WEBSITE.

User represents and warrants that User is buying the Products for User's own personal or household use only, and not for resale or export. User further represents and warrants that all purchases are intended for final delivery to locations within the continental United States.

Intellectual Property Rights

The Website and its 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 the Company, 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 (the "Intellectual Property Rights").

These Terms permit User to use the Website for User's personal, non-commercial use only. User must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- User's computer may temporarily store copies of such materials in RAM incidental to User's accessing and viewing those materials.
- User may store files that are automatically cached by User's web browser for display enhancement purposes.
- User may print one copy of a reasonable number of pages of the Website for User's own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If the Company provides desktop, mobile, or other applications for download, User may download a single copy to User's computer or mobile device solely for User's own personal, non-commercial use, provided User agrees to be bound by the Company's end user license agreement for such applications.
- If the Company provides social media features with certain content, User may take such actions as are enabled by such features.

User must not:

- Modify copies of any materials from this site.
- 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 this site.

If User wishes to make any use of material on the Website other than that set out in this section, please address User's request to: Support@mypegboard.co

If User prints, copies, modifies, downloads, or otherwise uses or provides any other person with access to any part of the Website in breach of these Terms, User's right to use the Website will immediately cease and User must, at the Company's option, return or destroy any copies of the materials User has made. No right, title, or interest in or to the Website or any content on the Website is transferred to User, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate applicable laws.

Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. User must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

User Contributions

The Website may contain or link to interactive features ("Interactive Services") that allow User 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 Website. All User Contributions must comply with the Content Standards set out in this Section.

Any User Contribution will be considered non-confidential and non-proprietary. By providing any User Contribution through the Website, User grants Company and its affiliates and service providers, and each of their and Company's respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. Company reserves the right to remove or refuse to post any User Contributions for any or no reason in its sole discretion and may terminate or suspend User's access to all or part of the Website for any or no reason, including without limitation, any violation of this Agreement. Company shall take any action with respect to any User Contribution that Company deems necessary or appropriate in its sole discretion, including if Company believes that such User Contribution violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company. Company may disclose User's identity or other information about User to any third party who claims that material posted by User violates their rights, including their intellectual property rights or their right to privacy. Further, Company may take all appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

USER WAIVES AND HOLDS HARMLESS COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM AND AGAINST 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.

Company cannot and does not undertake to review any User Contribution before it is posted through the Website, and Company cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Company assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section.

By accessing and/or using the Website, User consents to Company's collection, storage, and use of any data or information that User provides to Company or submits or transmits through the Website. If User submits any ideas, suggestions, testimonials, voice recordings, video recordings, and/or written transcriptions to Company, such submissions shall become the sole property of Company and Company has the right to use User's submission without charge in any manner that Company deems appropriate, and User shall have no further right or interest in or claim to any such submitted information or material. Furthermore, User understands and acknowledges that such materials may be viewed or interacted with by other user(s) including, without limitation, so that such other user(s) may transcribe or describe any such audio or video recordings for Company's further use.

Copyright Infringement

The Company takes claims of copyright infringement seriously. The Company will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to the Company's copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which the Company can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

The Company's designated copyright agent to receive DMCA Notices is:

Goodspeed Merrill
Attn: Copyright Manager
9605 South Kingston Court Suite 200
Englewood, Colorado 80112
Phone: (720) 473-7644
Email: agent@goodspeedmerrill.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Counter Notification Procedures

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a “Counter Notice”) by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which the Company can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows the Company to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

Prohibited Uses

User may use the Website only for lawful purposes and in accordance with these Terms. User shall not use the Website:

- 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 United States 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 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 the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by the Company, may harm the Company or users of the Website, or expose them to liability.
- Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Website or any part thereof

- Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on the Website.

Additionally, User shall not:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without the Company's prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- 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 Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. The Company does not warrant the accuracy, completeness, or usefulness of this information. Any reliance User places on such information is strictly at User's own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such materials by User or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties. All statements and/or opinions expressed in these materials are solely the opinions and the responsibility of the person or entity providing those materials. Where applicable, these materials do not necessarily reflect the opinion of the Company. The Company is not responsible, or liable to User or any third party, for the content or accuracy of any materials provided by any third parties.

Links

User may link to the Website, provided User does so in a way that is fair and legal and does not damage the Company's reputation or take advantage of it, but User must not establish a link in such a way as to suggest any form of association, approval, or endorsement on the Company's part.

If the Website contains links to other sites and resources provided by third parties, these links are provided for User's convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. The Company has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from User's use of them. If User decides to access any of the third-party websites linked to this Website, User does so entirely at User's own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The Company is based in the State of Colorado in the United States. The Company provides this Website for use only by persons located in the United States. The Company makes no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If User accesses the Website from outside the United States, User does so on User's own initiative and is responsible for compliance with local laws.

Disclaimer of Warranties

User understands that the Company cannot and does not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. User is responsible for implementing sufficient procedures and checkpoints to satisfy User's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Company's site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT USER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO USER'S USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO USER'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE WEBSITE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

User agrees 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 User's violation of these Terms or User's use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms, or User's use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms, 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 Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Except as otherwise provided herein, any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado, in each case located in the City and County of Denver, although the Company retains the right to bring any suit, action, or proceeding against User for breach of these Terms in User's country of residence or any other relevant country. User waives any and all objections to the exercise of jurisdiction over User by such courts and to venue in such courts.

Arbitration

Notwithstanding anything herein to the contrary, Company's sole discretion, Company may require User to submit any disputes arising from these Terms or use of the Website, 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 Colorado law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM USER MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE 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 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 shall not constitute a waiver of such right or provision.

If any provision of these Terms 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

These Terms and the Privacy Policy constitute the sole and entire agreement between User and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the same.

Comments and Concerns

The Website is owned and operated by The Grid, LLC, 2352 Sagebrush Street, Parker, Colorado 80138.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: Support@mypegboard.co