

Terms of Service for Cima Communities App

Last Updated:

12/4/2024

These Terms of Service ("Terms") govern your access to and use of the websites, mobile applications, and other products and services, including email services, trainings, events, marketing services, and various communication tools (collectively, our "Services") provided by Cima Growth Solutions ("Cima," "we," or "us"). By accessing or using our Services, or by clicking to accept these Terms, you agree to be bound by these Terms and our Acceptable Use Policy, which is incorporated into these Terms by reference. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 19, do not access or use our Services. We may also require you to accept additional terms for specific features, products, or services. In the event of any conflict between these Terms and additional terms, the additional terms will govern your use of those features, products, or services.

If you have any questions about these Terms or our Services, please contact us at

info@cimagrowth.com

1) Eligibility and Authority

You must be at least 18 years old to access or use our Services. If you are using our Services on behalf of another person or entity, you represent that you have the authority to accept these Terms on their behalf and that they agree to be responsible to us if you or they violate these Terms.

2) Accounts; Account Security; Electronic Communications

To access certain Services, you may need to register for an account. You must provide accurate information and update it as necessary. You are responsible for maintaining the security of your account and should not share your credentials with anyone. If you suspect unauthorized use of your account, you must notify us immediately.

By creating an account with Cima, you consent to receive electronic communications from us (e.g., via email or notices on our Services). These communications may include notices about your account, legal notices, and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

3) Privacy

Please refer to our Privacy Policy (

<https://www.cimagrowthsolutions.com/privacy-policy>

) for information on how we collect, use, and disclose information about you.

4) Our Services; License

Our Services allow users to create, post, store, and share content, including email, text or SMS messages, photos, videos, and other materials (collectively, "User Content"). Except for the license

you grant below, you retain all rights to your User Content. By using our Services, you grant Cima a non-exclusive, royalty-free, worldwide, fully-paid, and sub-licensable license to use, reproduce, adapt, publish, translate, distribute, and display your User Content as directed by you or in accordance with your settings on the Services.

You may not create, post, store, or share any User Content that violates these Terms or our Acceptable Use Policy. You are also responsible for any data, including personally identifiable information, that you import regarding your contacts (“Contact Data”). We use Contact Data solely to provide our Services and improve their functionality.

We may share Contact Data with third-party service providers to provide our Services or administer the site. Contact Data may also be disclosed in cases of a business transaction involving Cima, legal requirements, or investigations into potential violations of these Terms.

5) Prohibited Conduct

5.1

Prohibited Activities

While accessing or using our Services, you agree not to:

Violate any law, contract, intellectual property, or other third-party rights. Engage in harassing, threatening, or abusive conduct. Impersonate any person or entity, or falsely state your affiliation. Access or use another user’s account without permission. Interfere with or disrupt the functionality of our Services. Attempt to circumvent any security or content-filtering measures. Use our Services for any illegal or unauthorized purpose.

5.2

Compliance with Laws

You agree to comply with all applicable laws, rules, and regulations, including those related to privacy, data protection, and electronic communications. You are solely responsible for ensuring that you have the necessary consents to send communications to your contacts and for maintaining all records related to these consents.

6) Terms of Sale

6.1

Subscriptions

When you sign up for our Services, you agree to a recurring subscription contract. By registering for a subscription, you authorize us (or our third-party payment processor) to charge your chosen payment method for subscription fees and any applicable taxes or charges on a recurring basis, until you cancel your subscription.

6.2

Cancellation

You may cancel your subscription at any time by following the instructions on your account dashboard or by contacting us. Cancellation requests will take effect at the end of the current subscription period, and you will be responsible for all fees up to the cancellation date.

6.3

Payment and Billing Information

You must provide accurate payment information and authorize us to charge your payment method for the subscription fees. If we cannot process your payment, your account may be suspended until resolved.

7) Limited License; Copyright and Trademark

You are granted a limited, non-exclusive, non-transferable license to use our Services and content for your personal or business use, subject to these Terms. Any unauthorized use of our Services or content is prohibited and will result in termination of the license.

8) Third-Party Content and Services

Our Services may display content or advertisements from third parties. We do not endorse or control third-party content and are not responsible for any interactions you have with third parties.

9) Feedback

Any feedback or suggestions you provide about our Services is non-confidential and will become the sole property of Cima. We may use such feedback for any purpose without obligation to you.

10) Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Cima and its affiliates from any claims arising from your use of our Services, your User Content, or your violation of these Terms.

11) Disclaimers

Our Services are provided on an “as-is” and “as-available” basis. We do not make any warranties regarding the accuracy, reliability, or availability of our Services.

12) Limitation of Liability

Cima will not be liable for any indirect, incidental, special, or consequential damages arising from your use of our Services.

13) Governing Law and Venue

These Terms and your use of our Services will be governed by the laws of [your state], without regard to its conflict of laws principles. Any disputes will be resolved in the state or federal courts located in [your jurisdiction].

14) Changes to these Terms

We may update these Terms from time to time. If we make significant changes, we will notify you through our Services or by email. Your continued use of the Services after such changes will constitute your acceptance of the new Terms.

15) Termination

We reserve the right to terminate your access to our Services at our discretion, without notice.

16) Miscellaneous

These Terms constitute the entire agreement between you and Cima regarding your use of our Services. If any provision of these Terms is deemed invalid, the remaining provisions will continue in full force and effect.