

## Outlay Terms and Conditions

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### NO WARRANTIES

ALL CONTENT, PRODUCTS, AND SERVICES ON THE SITE, OR OBTAINED FROM A WEBSITE TO WHICH THE SITE IS LINKED (A "LINKED SITE") ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY.

OUTLAY DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR (A) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE SITE BY ANY PARTY OTHER THAN OUTLAY, (B) ANY CONTENT PROVIDED ON LINKED SITES OR (C) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE.

OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL OUTLAY BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE OR A LINKED SITE, OR USER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE, OR OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE, OR OTHER CONTENT.

### LIMITATION OF LIABILITY FOR USE OF THE SITE AND LINKED SITES

THE INFORMATION, SOFTWARE, PRODUCTS AND DESCRIPTIONS OF SERVICES PUBLISHED ON THE SITE OR A LINKED SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND OUTLAY SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. OUTLAY DOES NOT WARRANT OR REPRESENT THAT THE CONTENT ON THE SITE IS COMPLETE OR UP-TO-DATE. OUTLAY IS UNDER NO OBLIGATION TO UPDATE ANY CONTENT ON THE SITE. OUTLAY MAY CHANGE THE CONTENT ON THE SITE AT ANY TIME WITHOUT NOTICE. OUTLAY MAY MAKE IMPROVEMENTS OR CHANGES TO THE SITE AT ANY TIME.

YOU AGREE THAT OUTLAY, ITS AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR A LINKED SITE, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE, EVEN IF OUTLAY IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (e.g., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. OUTLAY CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEB SITE.

LIMITATION OF LIABILITY FOR SERVICES ARRANGED THROUGH THE SITE  
YOU AGREE THAT OUTLAY IS A MERE AGENT FOR THE PROVIDERS OF SERVICES AVAILABLE THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO EXPENSE REPORTING SERVICES. ANY AND ALL CLAIMS REGARDING ANY FAILURE OR BREACH WITH RESPECT TO THE SERVICES OFFERED THROUGH THE SITE ARE LIMITED TO CLAIMS AGAINST ANY AND ALL SERVICE PROVIDERS. OUTLAY HEREBY DISCLAIMS ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY CARRIER OR OTHER SUPPLIER THROUGH THE SITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENT OR OTHERWISE, OF SUCH CARRIER OR SUPPLIER AND YOU HEREBY EXONERATE OUTLAY FROM ANY LIABILITY WITH RESPECT TO THE SAME.

#### Proper Use.

You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to:

- \*use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Iridesco;

- \*use the Service for any fraudulent or inappropriate purpose;  
resell, duplicate, reproduce or exploit any part of the Service without the express written permission of SHAPE A/S;

- \*use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service.

Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to penalties and other legal consequences.

#### Payment Terms

**Monthly Terms:** A valid credit card is required for you to continue using the Service after the 30-day free trial period on a month-to-month basis. The free trial offer entitles new, registered users to a one-time free trial usage of the Services. The service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade accounts, or for months unused with an open account. All fees are exclusive of all taxes or duties imposed by governing authorities. You alone are responsible for payment of all such taxes or duties.

#### Availability

We will use commercially reasonable efforts to make the Services available for your access and use, as contemplated under this Agreement, an average of at least ninety-nine (99%) of the time during each month, excluding any period of Permitted Unavailability. " Permitted Unavailability " includes Planned Outages (as defined below) and any unavailability due to causes beyond our reasonable control, including, without limitation: any software, hardware, or telecommunication failures; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; failures or default of third party software, vendors, or products; and unavailability resulting from your actions or inactions or a failure of your communications link or systems. " Planned Outages " means the period of time during which we conduct standard systems maintenance and any instances requiring emergency maintenance. We will use reasonable efforts to schedule Planned Outages during non-peak hours. In the event we fail to achieve the Availability Requirement, we will use commercially reasonable efforts to correct the interruption as promptly as practicable. In the event we fail to achieve the Availability Requirement in two consecutive months during the term of this Agreement, you may terminate this Agreement on written notice to us without further obligation and receive a prorated refund of any pre-paid, unused recurring fees. The refund will be your sole and exclusive remedy and our sole and exclusive liability for failure to achieve the Availability Requirement.

#### Cancellation and Termination.

You are solely responsible for the proper cancellation of your account. You may cancel your account at any time by clicking on the Manage tab and then Account Settings. The company Account Settings page has a simple "delete account" button. An email or phone request to cancel your account is not considered cancellation. There will be no refund if you cancel the Service before the end of your current, paid-up month, and you will not be charged thereafter. There is no cancellation fee. Cancellation is immediate, and all of your Content will be immediately deleted from the Service upon cancellation. SHAPE may at any time and for any reason terminate the Services, terminate this Agreement, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information may remain in our system.

#### PRIVACY

At SHAPE we take your privacy seriously. By visiting the Outlay.com websites and domain names, or otherwise accessing any other linked pages, features, content, products, services or installed applications offered by us, you acknowledge that you accept the practices and policies outlined in this Privacy Policy.

#### What does this privacy policy cover?

This Privacy Policy covers SHAPE's treatment of personally identifiable information ("Personal Information") that SHAPE gathers when you access the Website and when you use SHAPE's services or applications.

#### Personal Information You Provide to Us

We may receive and store any information you enter on our website or provide to us in any other way. The types of Personal Information collected include your full name, email address, IP address, browser information, username, password and any other information necessary for us to provide our services.

#### Personal Information Collected Automatically

We receive and store certain types of information whenever you interact with our Website or use our services. SHAPE automatically receives and records information on our server logs from your browser including your IP address, cookie information, and the page you requested.

Generally, our service automatically collects usage information, such as the numbers and frequency of visitors to our Website and its components. SHAPE only uses this data in aggregate form, that is, as a statistical measure, and not in a manner that would identify you personally.

#### Contact Information

Feel free to contact us for any reason, including a request to be added to or taken off an email list, or if you have any questions or concerns. Please provide your company's name in addition to your name and title.

#### BY POSTAL MAIL

SHAPE A/S

Gothersgade 8

1123 Copenhagen, Denmark

#### BY PHONE

+45 71 99 06 38

#### BY EMAIL

[Support@outlay.com](mailto:Support@outlay.com)

#### TO UNSUBSCRIBE FROM OUTLAY EMAILS

If you no longer wish to receive administrative and customer-service-related email messages, you must deactivate your OUTLAY account. If you are not the administrator of your OUTLAY account, please consult your account Administrator for updating or removing your account.

#### Changes to this Privacy Policy

SHAPE and OUTLAY may amend this Privacy Policy from time to time. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used.