

Terms of Service

The gist:

We (the folks at Clor.com) run a service that lets startups share information about their companies with verified investors, and would **love** for you to use it. Clor.com offers paid plans for advanced features such as reviewings, rating, and sharing startup profiles. Our service is designed to give you as much control and ownership over what goes on your profiles as possible and encourage you to express yourself freely. However, be responsible in what you publish. In particular, make sure that none of the prohibited items (like spam, viruses, or serious threats of violence) appear on your profiles.

If you find a Clor.com profile that you believe violates these Terms of Service, please report the issue by contacting us at support@clor.com

Terms of Service:

The following terms and conditions (“Terms”) govern all use of the Clor.com servers and all content, services, and products available at or through the website, including, but not limited to, Clor.com, (taken together, our “Services”). Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Clor.com Privacy Policy) and procedures that may be published from time to time by Clor.com (collectively, the “Agreement”). You agree that we may automatically upgrade our Services, and these Terms will apply to any upgrades.

We use the term “Designated Countries” to refer to Australia, Canada, Japan, Mexico, New Zealand, and all countries located in the European continent. If you reside in the “Designated Countries,” your agreement is with Portal Cloud Inc. If you reside outside of the “Designated Countries,” your agreement is with Portal Cloud Inc.

We refer to Portal Cloud Inc. collectively as “Portal” or “we” throughout this agreement.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of our Services. If these Terms are considered an offer by Portal, acceptance is expressly limited to these Terms.

Our Services are not directed to children. Access to and use of our Services is only for those over the age of 13 (or 16 in the European Union). If you are younger than this, you may not register for or use our Services. Any person who registers as a user or provides their personal

information to our Services represents that they are 13 years of age or older (16 years or older in the European Union).

Use of our Services requires a Clor.com account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

1. Clor.com

- **Your Clor.com Account.** If you create an account, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account. Portal will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- **Responsibility of Contributors.** If you operate an account on Clor.com (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using Clor.com, you represent and warrant that your Content and conduct do not violate these Terms or the User Guidelines. By submitting Content to Portal for inclusion on your Account, you grant Portal a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing, and promoting your account. This license allows Portal to make publicly-posted content available to third parties selected by Portal so that these third parties can analyze and distribute (but not publicly display) your content through their services. If you delete Content, Portal will use reasonable efforts to remove it from Clor.com, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, Portal has the right (though not the obligation) to, in Portal's sole discretion, (i) reclaim your username or website's URL due to prolonged inactivity, (ii) refuse or remove any content that, in Portal's reasonable opinion, violates any Portal policy or is in any way harmful or objectionable, or (iii) terminate or deny access to and use of Clor.com to any individual or entity for any reason. Portal will have no obligation to provide a refund of any amounts previously paid.

2. Responsibility of Visitors.

Portal has not reviewed, and cannot review, all of the material, including computer software, posted to our Services, and cannot therefore be responsible for that material's content, use or effects. By operating our Services, Portal does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our

Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Portal disclaims any responsibility for any harm resulting from the use by visitors of our Services, or from any downloading by those visitors of content there posted.

3. Fees, Payment, and Renewal.

- **Fees.** Some of our Services are offered for a fee. By using a Paid Service, you agree to pay the specified fees, which we'll bill or charge you for in regular intervals (such as monthly, annually, or biennially), on a pre-pay basis until you cancel, which you can do at any time by contacting the relevant support team.
- **Payment.** If your payment fails or Paid Services are otherwise not paid for on time, we may immediately cancel or revoke your access to the Paid Services. If you contact your bank or credit card company to decline or reverse the charge of fees for Paid Services, we may revoke your access to our Services in general.
- **Automatic Renewal.** To ensure uninterrupted service, our Paid Services are automatically renewed. This means that unless you cancel a Paid Service before the end of the applicable subscription period, it will automatically renew, and you authorize us to invoice you or use any payment mechanism we have on record for you to collect the then-applicable subscription fee (as well as any taxes). Your Paid Services are renewed for the same interval of time. For example, if you purchase a Clor.com annual plan, you will be charged each year.
- **Refunds.** While you may cancel a Paid Service at any time, refunds are issued in our sole discretion.
- **Fee Changes.** We may change our fees at any time. When applicable, we may give you advance notice of the fee changes. If you don't agree with the fee changes, you can cancel your Paid Service.

4. Content Posted on Other Websites.

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Clor.com links, and that link to Clor.com. Portal does not have any control over those non-Clor.com websites, and is not responsible for their contents or their use. By linking to a non-Clor.com website, Portal does not represent or imply that it endorses such website. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses,

and other harmful or destructive content. Portal disclaims any responsibility for any harm resulting from your use of non-Clor.com websites and webpages.

5. Copyright Infringement and DMCA Policy.

As Portal asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Clor.com violates your copyright, you are encouraged to notify Portal. Portal will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Portal will terminate a visitor's access to and use of the website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Portal or others. In the case of such termination, Portal will have no obligation to provide a refund of any amounts previously paid.

6. Intellectual Property.

This Agreement does not transfer from Portal to you any Portal or third party intellectual property, and all rights, title, and interests in and to such property will remain (as between the parties) solely with Portal. Clor, Clor.com logo, and all other trademarks, service marks, graphics and logos used in connection with Clor.com or our Services, are trademarks or registered trademarks of Portal or Portal's licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any Portal or third-party trademarks.

7. Changes.

We are frequently updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

8. Termination.

Portal may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Clor.com account (if you have one), you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. Disclaimer of Warranties.

Our Services are provided “as is.” Portal and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Portal nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

10. Jurisdiction and Applicable Law.

Except to the extent applicable by law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in San Francisco County, California.

11. Arbitration Agreement.

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Francisco, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees.

12. Limitation of Liability.

In no event will Portal, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Portal under this Agreement during the twelve (12) month period prior to the cause of action. Portal shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

13. General Representation and Warranty.

You represent and warrant that your use of our Services:

- Will be in strict accordance with this Agreement;
- Will comply with all applicable laws and regulations (including without limitation all applicable laws regarding online conduct and acceptable content, the transmission of

technical data exported from the United States or the country in which you reside, privacy, and data protection); and

- Will not infringe or misappropriate the intellectual property rights of any third party.

14. US Economic Sanctions.

You expressly represent and warrant that your use of our Services and or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and Portal reserves the right to terminate accounts or access of those in the event of a breach of this condition.

15. Indemnification.

You agree to indemnify and hold harmless Portal, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services, including but not limited to your violation of this Agreement.

16. Translation.

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

17. Miscellaneous.

This Agreement constitutes the entire agreement between Portal and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Portal, or by the posting by Portal of a revised version.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Portal may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Change log

- *November 25, 2018*: Published Terms of Use