

# PARTNERSLATE MARKETPLACE TERMS OF SERVICE

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## Acceptance of the Terms of Service.

Thank you for trusting PartnerSlate (also, “we”, “us”, or “our”) to connect you with the best strategic partners for your brand or manufacturing or packaging company. We are excited to have you as user of our PartnerSlate Marketplace (the “Marketplace”)!

The following terms and conditions (collectively, these “Terms of Service”) apply to your use of [www.partnerslate.com](http://www.partnerslate.com) (the “Website”) including any content, functionality and services offered on or via PartnerSlate (the “Services”). Please read the Terms of Service carefully before you start using the Website or any Services. By using, browsing, or accessing the Website and any Services you accept and agree to be bound and abide by these Terms of Service and our [Privacy Policy](#).

These Terms of Service, the Privacy Policy, the Acceptable Use Policy (if applicable), and any other legal notices posted on the Website (collectively, the “Agreements”) constitute all the terms and conditions between you and PartnerSlate.

## What We Expect of You.

You, the user, are either more than 18 years of age, an emancipated minor, or possess legal parental/guardian consent and are fully able and intend to enter into and abide by these Terms of Service.

## Your PartnerSlate Account.

To access certain features of the Website like posting or searching for a project, you have to create an account with us and agree to our [Acceptable Use Policy](#) (hyperlinked), which provides more detail on permitted behavior for the platform. You are required to keep the account login information confidential and must notify PartnerSlate customer service at [support@partnerslate.com](mailto:support@partnerslate.com) immediately of any breach of security or unauthorized use of your account.

In order for us to do our jobs correctly, you agree to keep all account information correct, current and complete. In the future, you may be asked to provide certain registration details or other information.

## Confidentiality.

By submitting information about your business or project (“Submitted Information”), you agree to allow PartnerSlate to share your Submitted Information with prospective business partners for the purposes of establishing a business relationship. PartnerSlate will use best efforts to keep your identity and identifying information confidential until you agree to be connected to a prospective business partner.

All confidential information shared through our platform must not be distributed, published, or used for any other purpose than the project, even after the partnership ends. Confidential information is information about a business’s operations that cannot be learned outside of that business, and could include things like product formulas, pricing, and proprietary manufacturing processes.

## Intellectual Property.

We respect other’s intellectual property rights and expect you to do the same. The trademarks, logos, and service marks located on the Website and the Services are registered and unregistered trademarks of and owned by PartnerSlate or their respective owners. All content provided through the Website and the Services is owned or licensed by us, and as such, is protected by applicable intellectual property rights laws. Nothing in these Terms of Service or on the Website shall be understood to grant a license or right to use the

intellectual property of PartnerSlate without written permission from us.

You agree to:

- Only use the Website and Services (including but not limited to its content) in the ways allowed by these Terms of Service.
- Not infringe the intellectual property rights of PartnerSlate or other users of the Website or Services.

## **PartnerSlate Marketplace / Paid Services.**

It is free to sign up for an account on PartnerSlate, but there may be a fee to use the services made available on the Marketplace. The fees differ for CPG Brands and Contract Manufacturers/Packagers (“Co-mans”).

### **CPG Brands**

Once you have a project and you’re ready to be matched to potential co-manufacturers and co-packers, you can choose to publish your project to the PartnerSlate Marketplace for a fee, plus any applicable sales taxes. PartnerSlate may change the price for publishing a project from time to time.

**Contract Manufacturers / Packagers.** It is free for Co-mans to create an account to browse the PartnerSlate Marketplace. In order to be connected with CPG Brands or otherwise use the services offered in the Marketplace, a Co-man must first sign and agree to the payment terms specified in their Referral Services Agreement

## **Managing Your Account.**

As custom for internet websites, we reserve the right to restrict, suspend, or disable any user account, at any time in our sole discretion for any or no reason, including, if in our opinion you have failed to comply with any provision of these Terms of Service. If PartnerSlate does restrict, suspend or disable your account, PartnerSlate shall have no liability or responsibility to you, and will not refund any amounts that you have previously paid.

## **Deleting Your Account.**

If you wish to delete your account with PartnerSlate (we’re sad to see you go!), you may do so through your account page (Settings > Account > Delete > Confirm). [PartnerSlate reserves the right to store your account data in the event a dispute arises.

## **Reporting Intellectual Property Violations.**

If you are a copyright or trademark holder who believes that any of the products, services or content which are directly available via the Website or Services are infringing copies of your work, please let us know. Send us a notice of alleged copyright or trademark infringement to our agent at the following address:

PartnerSlate  
Attn: Legal Department  
564 Castro St #2268  
San Francisco, CA 94114  
legal@partnerslate.com

Be sure to include the following in your notice:

- A list of each individual copyrighted or trademarked work claiming to have been infringed (the “Work(s)”);
- A description of the location of each Work on the Website or Services (please be as detailed as

- possible and provide the URL so we can locate the reported Work(s));
- Contact information of the complaining party, including name, address, telephone number, and email;
- A statement that the complaining party has a good faith belief it is an unauthorized infringement;
- A statement that the above information is accurate, and under penalty of perjury, that the complaining party is either the owner of the Work(s) or authorized to act on their behalf;
- The signature of the Work(s)'s owner (or their representative);

### **Technology Limitations and Modifications.**

PartnerSlate will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. We reserve the right to modify or discontinue, temporarily or permanently, functions and features of the Website and the Services with or without notice and at any time, and as such, do not guarantee that the Website and the Services will be operational at all times.

### **Third Party Content and Linked Sites.**

The Website and the Services may contain links to other sites created and maintained by other organizations. These links are provided for your convenience and are for reference only. You agree that the links do not imply that PartnerSlate is affiliated or associated with, or that any linked site is authorized to use any trademark, trade name, logo, or copyright of PartnerSlate. We make no representation about any other site that you may access through the Website and the Services and we are not responsible for the contents of any other site. Unless expressly stated, PartnerSlate does not endorse any products or services offered by any company or person linked to the Website or Services.

### **Dispute Resolution.**

If you feel aggrieved by something, please let us know! Email us at [support@partnerslate.com](mailto:support@partnerslate.com) and include a description of your claim or dispute and allow us 5 business days to respond with a proposed solution before escalating disputes to arbitration.

### **Mandatory Arbitration.**

You agree that any dispute, claim, or controversy arising out of or relating in any way to the Website or Services or your use thereof, including these Terms of Service, shall be determined by mandatory binding arbitration.

This arbitration provision shall survive termination of this Agreement and the termination of your PartnerSlate subscription. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the "AAA Rules"), as modified by this Agreement, and as administered by the AAA.

YOU AND PARTNERSLATE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, the arbitrator shall not consolidate any other person's claims with your claims and may not otherwise preside over any form of a multiparty or class proceeding.

Any arbitration must be commenced by filing a demand for arbitration with the AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA's Consumer Rules with the

remainder paid by PartnerSlate. Any arbitration costs or fees deemed “excessive” will be paid by PartnerSlate.

### **Governing Law.**

You and PartnerSlate agree that this Agreement involves interstate commerce and is subject to the Federal Arbitration Act. You and PartnerSlate further agree that applicable laws of the State of California shall exclusively govern any dispute without regard to choice or conflicts of law rules. The sole and exclusive venue for the resolution of any dispute, whether or not subject to mandatory arbitration as described above, shall lie in San Francisco, California.

### **Exceptions to Mandatory Arbitration and Venue.**

You and PartnerSlate agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Website or the Services are NOT subject to mandatory arbitration. Instead, you and PartnerSlate agree that the preceding claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by Courts of competent jurisdiction in San Francisco, CA and that applicable California and/ or Federal law shall govern, without regarding to choice of law principals.

### **Changes to the Website and the Agreements.**

We reserve the right to update the Website and the Agreements from time to time and without notice. You are considered to have received notice of such changes at the time of posting. Your continued use of the Website following the publication of any changes to either the Website or any of the Agreements means you accept and agree to the changes.

### **Disclaimer of Warranties.**

You agree that your use of the Website or any Services is at your sole risk. The service is provided “as is” and “as available.” To the fullest extent permitted by law, PartnerSlate, its officers, directors, employees, and agents disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

### **Limitation of Liability.**

You agree that the only remedies for your dissatisfaction of the Website or Services are to cancel your subscription and/or delete your account.

In no event shall PartnerSlate, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any of the following: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website or Services; (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein; (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Website or Services by any third party; and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Website or Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not PartnerSlate is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Our liability arising from the Agreements will not exceed the greater of \$\_\_\_\_ or the total amount you have paid us in the past 12 months.

### **Indemnity.**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless PartnerSlate,

its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website and any Services; (ii) your violation of any terms of the Agreements.

**Assignment.**

PartnerSlate may assign these Terms of Service or any part of it without restrictions. You may not assign this Agreement or any part of it to any third party.

**Severability; Waiver.**

Should for any reason or to any extent any provision of the Agreements be held invalid or unenforceable, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements and the application of that provision shall be enforced to the extent permitted by law. No waiver of any term of the Agreements shall be deemed a further or continuing waiver of such term of any other term, and PartnerSlate's failure to assert any right or provision under the Agreements shall not constitute a waiver of such right or provision.