



## Intellectual Property Rights and Data Protection

Effective August 14, 2023

We are Gravity Technologies, LLC d/b/a GroundWorx® (“**GWX**,” “**we**,” “**us**,” or “**our**”), a Washington State Limited Liability Company. You (“**You**,” “**Your**”) are a User of GroundWorx’s Services and/or Website.

### 1. INTELLECTUAL PROPERTY INFRINGEMENT.

- 1.1. We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.
- 1.2. If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at [info@getgroundworx.com](mailto:info@getgroundworx.com) and include in Your notice a detailed description of the alleged infringement.
- 1.3. You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

### 2. DMCA NOTICE AND DMCA PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIMS

- 2.1. You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
- 2.2. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- 2.3. A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- 2.4. Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- 2.5. Your address, telephone number, and email address.
- 2.6. A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- 2.7. A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.
- 2.8. You can contact our copyright agent via email at [info@getgroundworx.com](mailto:info@getgroundworx.com). Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

### 3. INTELLECTUAL PROPERTY

- 3.1. The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.
- 3.2. The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.
- 3.3. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

### 4. YOUR FEEDBACK TO US

You assign all rights, title, and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub- license, distribute, modify, and exploit such Feedback without restriction.

### 5. LINKS TO OTHER WEBSITES

- 5.1. Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.
- 5.2. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such web sites or services.
- 5.3. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

### 6. FOR EUROPEAN UNION (EU) USERS

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.