



## Terms of Use

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### 1. Overview

- a. Cascade is a strategy execution platform that empowers organizations and people to create, manage and analyze strategy. When you use the Service, you'll have access to a variety of content provided by Cascade and other content providers to use in your Strategy ("Licensed Content"). You also have the option to upload your own content ("User Content") which you have full control and responsibility over. You can use Licensed Content, your User Content, and tools available in Cascade to create your Strategy.
- b. The Service is made available on [cascade.app](https://cascade.app), and in other forms provided or made available by Cascade. Your use of the Service is subject to these Terms. By using the Service you acknowledge Cascade's [Privacy Policy](#).
- c. You may use the Service only if you can form a binding contract with Cascade and are legally permitted to do so. By using the Service, you represent and warrant that you have the full right, power and authority to agree to and be bound by these Terms and to fully perform all of your obligations hereunder.
- d. If you sign up for the Service on behalf of an organization using an email address provided by your employer or another organization, (i) you represent and warrant that you are an authorized representative of that entity with authority to bind that entity to these Terms; (ii) your use of the Service will bind that entity to these Terms; and (iii) "you" and "your" in these Terms will refer to both you and that entity.

### 2. Using the Service

- a. **Age Requirement.** Children may not access or use the Service unless their use is directly authorized by their parent, guardian or another authorized adult (such as a teacher) who agrees to be bound by these Terms. For purposes of these Terms, a child is a person under the age of 13 (or the minimum legal age required to provide consent for processing of personal data in the country where the child is located).
- b. **Access to the Service.** Subject to your compliance with these Terms, you are granted a non-exclusive, limited, non-transferable, freely revocable license to access and use the Service for business or personal use. Cascade reserves all rights not expressly granted under these Terms. Each person must have a unique account and you are responsible for any activity conducted on your account.
- c. **Anti-discrimination.** Cascade does not support and will not tolerate its Service being used to discriminate against others, especially when based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin. You are not permitted to use the Service in a manner which would or would likely incite, promote or support such discrimination and you must not use the Service to incite or promote hostility or violence.

- d. **Restrictions on Use of the Service.** You shall not yourself or through any third party (i) rent, lease, sell, distribute, offer in a service bureau, sublicense, or otherwise make available the Service or the Licensed Content to any third party (except as permitted under these Terms); (ii) copy, replicate, decompile, reverse-engineer, attempt to derive the source code of, modify, or create derivative works of the Service, or any part thereof; (iii) access the Service for purposes of performance benchmarking; (iv) access the Service for purposes of building or marketing a competitive product; (v) use the Service to store or transmit a virus or malicious code; (vi) use a virtual private network (VPN) to circumvent geographic-based pricing or content access; (vii) use the Service to transmit unsolicited emails or engage in spamming; (viii) use any form of data mining, extraction, or scraping on the Service and/or the contents available therein for machine learning or other purposes; or (ix) bypass the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the Licensed Content.

### 3. Security and Data Privacy

- a. **Information Security.** Cascade implements and maintains physical, technical and administrative security measures designed to protect your information from unauthorized access, destruction, use, modification or disclosure.
- b. **Data Privacy.** Cascade's Privacy Policy describes how Cascade collects, uses, transfers, discloses and stores your personal data. By creating a Cascade account, you confirm that you have read, understood and agree to our [Data Processing Addendum](#) in full, and that the Data Processing Addendum shall be incorporated into these Terms to the extent Personal Data subject to the Applicable Data Laws (as defined in the Data Processing Addendum) is processed in your use of the Service. In the event of any conflict between these Terms and the Data Processing Addendum, the Data Processing Addendum shall prevail.

### 4. Content

- a. **User Content.** You represent and warrant that you own all rights, title, and interest in and to your User Content or that you have otherwise secured all necessary rights in your User Content as may be necessary to permit the access, use and distribution thereof as contemplated by these Terms. As between you and Cascade, you own all right, title and interest in and to your User Content. You grant Cascade a royalty-free and sublicensable license to display, host, copy, store and use your User Content solely to the extent necessary to provide the Service to you. To the extent you include User Content in a Strategy that you've shared with others, you grant Cascade a perpetual, royalty-free, sublicensable, license to display, host, copy, store and use your User Content to the extent necessary to continue to make that Strategy available.
- b. **Licensed Content.** You may use Licensed Content in connection with the Service only.
- c. **Strategy.** Your Strategy(s) may include a combination of User Content and Licensed Content.
- d. **Sharing and Exporting Your Strategy.** You may export or share Strategy with others within the Service, via a Third Party Service, or via a link. Cascade maintains no responsibility in relation to such sharing of Strategy and Cascade's enablement of such activity or the Service's performance of actions to publicly share Strategy at

your instruction shall not be considered a violation of any of Cascade's obligations under these Terms.

## 5. Team Administration

- a. You can create or join a "Team" on Cascade that allows you to collaborate with others. The creator of the Team is the "Team Owner." Each Team may have one or more people identified as administrators (each, an "Administrator") by the Team Owner or another Administrator. Both the Team Owners and Administrators can add, modify or remove people from the Team as well as manage their permissions and access to User Content and Strategy. If you add a person to a Team, you represent and warrant that you or your organization have obtained all necessary consents from that person to be added. If you enable account management services which allow you to manage the Teams and Users using Cascade at your organization, you represent and warrant that you are authorized to do so on behalf of your Team and/or organization.
- b. If you are on Team on Cascade, the Team Owner or Administrator may control access to, delete, or re-assign ownership to the User Content you upload and Strategy you create on the account you access as part of the Team. Cascade is not responsible for any actions taken by Team Owners or Administrators. It is your responsibility to not upload User Content or create Strategy on an account associated with a Team if you do not want to potentially transfer ownership or disclose such User Content or Strategy to others on the Team.

## 6. Billing

- a. Cascade offers a free and paid Service. You can learn more about Cascade's various subscription offerings [here](#). Pricing may vary by location and will be based on the billing information you provide us at the time of purchase. If you are on a Cascade paid plan, the Team Owner will be billed for and is responsible for payment of subscription fees.
- b. **Subscriptions and Renewals.** If you are subscribing to a paid Cascade plan, you may be able to sign up for either a monthly or annual subscription. Your subscription will automatically renew on a monthly or annual basis as applicable. You can cancel your subscription at any time. If you cancel your subscription, you will not receive a refund or credit for any amounts that have already been billed. This entire clause (b) will be superseded by any Order Form that you execute.
- c. **Pricing for Additional People on your Team.** If you are on a Cascade Premium plan, you are billed according to Cascade's "Pay as You Grow" model. When you add people to a Team, you will be billed for them on a pro-rata basis immediately until your next Billing Date. The applicable "Billing Date" is as follows: (i) if you are on a monthly subscription, the date of your next monthly renewal; (ii) if you are on an annual subscription, every 12 months after the start date of your subscription. Subscription fees for additional people on your Team will be in accordance with the [Cascade Pricing](#). You will not receive a refund or credit for removing people from your Team that have already been paid for. This entire clause (c) will be superseded by any Order Form that you execute.
- d. **Taxes.** Your subscription fees are inclusive of all taxes unless otherwise specified in an agreement with Cascade, within the Service or on an applicable invoice. Tax rates are calculated based on the billing information you provide and the applicable tax rate at the time of your subscription charge.

- e. **Cancellation.** You can stop using the Service and/or cancel your subscription at any time via your account settings. If you cancel your subscription you will not be entitled to a refund of any fees already paid and any outstanding fees will become immediately due and payable.
- f. **Free Trials and Pilots.** Cascade may offer you a free trial or pilot to allow you to try our elements of our Service. Cascade reserves the right to set eligibility requirements and the duration for free trials and pilots.
- g. **Changes to Pricing.** Cascade reserves the right to change its prices at any time. If you are on a subscription plan, changes to pricing will not apply until your next renewal or thirty (30) days after notice, whichever is later. This entire clause (g) will be superseded by any Order Form that you execute.

## **7. Cascade's Intellectual Property**

- a. Except as expressly set out in these Terms, all intellectual property rights in and to the Service and Licensed Content remain the sole property of Cascade and its licensors. You assign to Cascade any suggestions, ideas, enhancement requests, or other feedback you provide to Cascade relating to the Service or Cascade's products. Cascade owns all content, data, software, inventions, ideas and other technology and intellectual property that it develops in connection with the Service and its products.

## **8. Warranty Disclaimer.**

- a. The Service is provided on an "as-is" and "as-available" basis. To the maximum extent permitted by applicable law and subject to any non-excludable rights and remedies you may have under applicable law, Cascade, its licensors, and its suppliers, expressly disclaim any and all warranties of any kind, whether express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. Cascade does not warrant that your use of the Service will be uninterrupted or error-free. Cascade does not warrant that it will review your data for accuracy or that it will preserve or maintain your data without loss. You understand that use of the Service necessarily involves transmission of your data over networks that Cascade does not own, operate, or control, and that Cascade is not responsible for any of your data lost, altered, intercepted or stored across such networks. Cascade will not be liable for delays, interruptions, service failures, or other problems inherent in use of the internet and electronic communications or other systems outside Cascade's reasonable control.

## **9. Third Party Services.**

- a. You may elect to use the Service in conjunction with third-party websites, platforms or apps (including, but not limited to those offered via any of our Integrations). Your use of a Third Party Service is subject to the terms and conditions applicable to that Third Party Service. Cascade makes no representations or warranties in relation to Third Party Services and expressly disclaims all liability arising from your use of Third Party Services.

## **10. Your Indemnity Obligations**

- a. You agree, to the extent permitted by law, to defend, indemnify and hold harmless Cascade and its affiliates, officers, directors, agents, licensors and employees from and against any and all claims, costs, damages, losses, liabilities and expenses

(including reasonable attorneys' fees and costs) resulting from or related to (i) your violation of these Terms or (ii) your User Content.

## 11. Limitation of Liability

- a. In no event shall either party's aggregate cumulative liability hereunder (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) exceed the greater of (i) \$100 USD or (ii) the subscription fees paid by you to Cascade during the twelve-month period preceding the event or occurrence giving rise to such liability. The foregoing limitations shall not apply to liabilities arising out of your indemnification obligations or your breach of the section entitled 'restrictions on use of the service.'
- b. In no event shall either party be liable for any consequential, incidental, indirect, special, exemplary or punitive damages, losses, or expenses (including but not limited to business interruption, lost business or lost profits) even if it has been advised of their possible existence and notwithstanding the failure of essential purpose of any remedy. The foregoing limitations shall not apply to liabilities arising out of your indemnification obligations or your breach of the section entitled 'restrictions on use of the service.'
- c. Cascade is not responsible for, and assumes no liability for, the contents of User Content.
- d. These terms do not affect consumer rights that cannot by law be waived or limited. These terms do not exclude or limit liability arising out of either party's gross negligence, fraud or willful misconduct.

## 12. Term and Termination

- a. **Term.** These Terms shall take effect the first time you access the Service and shall continue in full force and effect until i) if you are a paid subscriber, the expiration or termination of your subscription; or ii) if you are using Cascade's free offering, when your account is deleted or terminated.
- b. **Violations.** If Cascade, in its sole discretion, determines that you or your use of the Service, your User Content, or your Strategy violate these Terms, including but not limited to, Cascade's Acceptable Use Policy, the Section entitled 'Restrictions on Use of the Service,' or the Section entitled "Anti-discrimination," (any of which is considered a "Violation") Cascade may take one or more of the following actions in its sole discretion: (i) delete the prohibited User Content or Strategy; (ii) suspend your access to the Service; (iii) terminate and delete your account along with all Strategy and User Content associated with that account (iv) permanently ban you from using the Service; and/or (v) disclose the prohibited User Content or Strategy to appropriate government authorities.
- c. **Effect of Termination.** In the event of termination of your subscription for cause due to default by Cascade, Cascade shall refund, on a prorated basis, any prepaid fees for the Service for the period beginning on the effective date of termination through the end of your then-current subscription. In the event of a termination of your subscription to a violation by you, you will not receive any refund and shall immediately pay any outstanding fees for the remaining period of your subscription.
- d. Upon any expiration or termination of your Subscription, you must cease using the Service. You will lose access to your Strategy, User Content, and any other information uploaded to the Service (and we may delete all such data unless legally

prohibited) after expiration or termination of Your Subscription. User Content included in any shared Strategy will continue to be available within that Strategy even after the expiration of Your Subscription. Unless your account was terminated due to a Violation, you can download or export your User Content and Strategy using the functionality of the Service prior to the expiration or termination of your subscription. If your account has been terminated due to a Violation, you may not create a new account on any Cascade Service unless you receive Cascade's written permission.

- e. **Survival of Terms.** Sections titled "Term and Termination," "Billing," "Cascade's Intellectual Property," "Limitation of Liability," "Indemnification," and "Miscellaneous" inclusive, shall survive any expiration or termination of these Terms.

### 13. Miscellaneous

- a. **Compliance with Applicable Law.** You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations, in connection with your use of the Service. Cascade agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations, in connection with its provision of the Service.
- b. **Governing Law and Jurisdiction.** These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Any legal action or proceeding arising under these Terms shall be brought exclusively in the federal or state courts located in Santa Clara County, California and the parties consent to exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in its entirety from application to these Terms.
- c. **Export Restrictions.** The Service is subject to trade sanctions and laws and regulations that govern the import, export, and use of the Service. These laws or regulations may prohibit Cascade from providing you the Service or require that we discontinue making it available to you without notice. By using the Service you agree to comply with all trade sanctions, export and import laws, and regulations and warrant that (i) you are not prohibited from accessing the Service, and (ii) you will not make available the Service to anyone who is prohibited from accessing it under the laws or regulations of any jurisdiction.
- d. **Dispute Resolution.** If you have a dispute arising out of these Terms, contact us and we'll attempt to work with you to resolve the dispute. If we're unable to resolve a dispute, you and Cascade each agree to resolve any claim, dispute, or controversy (excluding any Cascade claims for injunctive or other equitable relief) arising out of or in connection with these Terms (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in Santa Clara County, California, unless you and Cascade agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgement on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, Intellectual Property Rights, or other proprietary rights. All claims must be brought in the parties' individual capacity, and not as a

plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into this agreement, you and Cascade are each waiving the right to a trial by jury or to participate in a class action.

- e. **Cascade Contracting Entity.** The Cascade entity contracting with you under these Terms and the address to which you should send legal notices depend on where your billing address.
  - i. If your billing address is in any country except for the United States: The Cascade entity entering into these Terms is Responsis Pty Ltd. Legal notices should be sent to Level 4, 59 Goulburn Street, NSW 2000, Australia. Attn: Legal
  - ii. If your billing address is in the United States: The Cascade entity entering into these Terms is Cascade Strategy USA, Inc. Legal notices should be sent to 240 N Broadway, Suite 211 Portland, Oregon 97227, United States. Attn: Legal
- f. **Assignment.** You may not assign these Terms or any of your rights under these Terms without Cascade's consent except to any successor by way of a merger, acquisition, or change of control. Cascade may transfer or assign any of its rights and obligations under these Terms, in whole or in part, at any time with or without notice.
- g. **Headings and Explanations.** Headings used in these Terms are provided for convenience only and will not in any way affect the meaning or interpretation of the Terms or any portion thereof.
- h. **Severability.** If a particular provision of these Terms is found to be invalid or unenforceable, it shall not affect the other provisions and the Terms shall be construed in all respects as if that invalid or unenforceable provision had been limited or omitted to the minimum extent necessary.
- i. **Waiver.** Cascade's express waiver or failure to enforce any provision of these Terms shall in no way be construed to be a present or future waiver of such provision nor affect Cascade's ability to enforce any provision thereafter.
- j. **Notices.** All required notices to you will be sent to the email address associated with your account or through other legally permissible means.
- k. **DMCA.** We respect the intellectual property rights of artists and content owners. We will respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").
- l. **Changes to these Terms.** We may modify these Terms (and any policies or agreements referenced in these Terms) at any time. We will post the most current version of these Terms on Cascade.com. We will provide you with reasonable advance notice of any change to the Terms that, in our sole determination, materially adversely affect your rights or your use of the Service. We may provide you this notice via the Service and/or by email to the email address associated with your account. By continuing to use the Service after any revised Terms become effective, you agree to be bound by the new Terms.
- m. **Changes to the Service.** Cascade may add, change or remove features or functionality to the Service; modify or introduce limitations to storage or other

features; or discontinue the Service altogether at any time. If you are on a paid subscription and Cascade discontinues the Service you are using during your subscription, Cascade will migrate or make available to you a substantially similar service provided by Cascade (if available) and if it's unable to do so, Cascade will provide you a pro-rata refund of fees prepaid for the remaining period of your subscription.