

## OUR MISSION:

Every generation from Gen X to Gen Y just wants what every generation before them has always wanted, to find meaning to their life. In a world where no industry works 'the way it always did', every individual has an opportunity to, as Walt Whitman's *Leaves of Grass* poem says, 'contribute a verse'. Our mission is to help these generations with what they need most: the resiliency that only comes from knowing they are not alone. Knowing that every generation before them, want's that for them too. This is about families everywhere and includes anyone you call 'family' anywhere in the world. It starts when we ask, and you seek to answer the question of yourself: 'Who Am I?'. It's an empowering question to be asked, and even more so to answer. We ask the questions, listen to understand your answers, and help tell the stories of this generation's tremendous successes, challenges and truths - so those who have yet to understand, will join those of us who truly do. We know this is what helps every generation find their own path to meaning in their lives; and that when that happens, as has always been true, the results will be extraordinary.

## WE MAY COLLECT INFORMATION IN THE FOLLOWING WAYS:

- Personal identification information in a variety of ways. We may register when Users register on our Sealed Speed site [api.sealedspeed.com](http://api.sealedspeed.com), register on this site, or reply to this survey. Name, website and email may be asked of the Users. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to fill in and supply personal identification information, but it may restrict them from engaging in several website related activities.
- Non-personal identification information. We may register it whenever Users interact with our website. The type of computer, the browser name and technical information about Users means of connection to our Website, such as the Internet service provider utilized, the operating system and other similar information may be included in non-personal identification information.
- Web browser cookies. To amplify User experience, our website may use "cookies". User's web browser places cookies on their hard drive disk for record-keeping purposes and to track sometimes information about them. User's browser may be set to refuse cookies, or to alert them when cookies are being sent. If the user does so, please note that some parts of the website may not function properly.

## HOW WE USE COLLECTED INFORMATION:

We recognize that you have entrusted us with safeguarding the privacy of your information. Because that trust is extremely important to us, the only time we will disclose or share your personal information or app data with a third party is when we have done one of three things, in accordance with applicable law: (a) given you notice, such as in this Privacy Policy; (b) obtained your express consent, such as through an opt-in checkbox; or (c) anonymized or aggregated the information so that individual persons or other entities cannot reasonably be identified by it. Where required by law, we will obtain your express consent prior to disclosing or sharing any personal information.

**We may collect and use user's personal information for the following purposes:**

- [To meet the mission we committed to as stated at the beginning of our Privacy Policy:](#)  
We may use feedback, insights expressly provided by you as part of our survey respondent/user base, anonymized or aggregated so that individual persons or other entities cannot reasonably be identified by it.
- [To personalize user experience](#)  
We may use information collected to understand how our Users use the services and resources provided on our Site.
- [To improve our Site](#)  
We may use feedback provided by you to improve our services and products.
- [To improve our service](#)  
Information you provide helps us respond to your customer service requests and support needs more efficiently.
- [To send periodic emails](#)  
We may use the email address to send the users information and updates in connection with their order. It may also be used to respond to their inquiries, questions, and/or other requests. If the User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. The user may unsubscribe from receiving future emails at any time by sending request to: [Unsubscribe@sealedspeed.com](mailto:Unsubscribe@sealedspeed.com)

**CHANGES:**

In our sole discretion we may update this privacy policy at any time. The updated date at the bottom of this page will be revised when we do so. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and fully agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

## COMPLIANCE WITH CHILDREN’S ONLINE PRIVACY PROTECTION ACT:

Protecting the privacy of the very young is especially important. This is the reason why, from those we actually know are under 13, we never collect or maintain information at our website, and no part of our website is structured to attract anyone under 13.

## EU CUSTOMERS:

Regarding our EU based customer, all data is being upload and processed on our EU based servers provided by our global hosting provider Hostway Services, Inc. 211 W. Wacker Drive, Suite 900E, Chicago, IL 60606

## YOUR ACCEPTANCE OF THESE TERMS:

By using this website, you signify your acceptance of this policy. If you do not agree to this policy or terms, you shall not use our website. Your continued use of this website following the posting of changes to this policy will be deemed your acceptance of those changes.

## CONTACT US:

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us at [Privacy@sealedspeed.com](mailto:Privacy@sealedspeed.com). This document was last updated on May 23, 2018

## TERMS OF SERVICE

Sealed Speed, Inc., headquartered in Boston, MA USA ("We") provides products, services and websites to you, our client, and to all other persons authorized by you to use or access these products, services on your behalf, including any company you represent (collectively "you"), subject to your compliance with all terms, conditions and notices contained or referenced in this document (the "Terms").

### IMPORTANT NOTE:

Please read these Terms carefully. By using these products, services, you are stating that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you are not permitted to use these products or services. If you require an Enterprise or Partner agreement, please contact us to request this option.

### 1. No Resale of the Sealed Speed, Inc. products or service

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of these products or services. If you wish to pursue resale of these services, contact our sales team to discuss our Partner options.

## 2. Legal Use Only; No Competitors

You agree not to use these products or services to violate any local, state, national, or international law or regulation. You may not sign up to use these products or services if you are currently employed by, or otherwise associated with, one of our identified competitors. This is to protect us against violation of intellectual property rights and to protect you from potential litigation from Sealed Speed, Inc.

## 3. Ownership and Responsibility for your content

Sealed Speed, Inc. does not claim ownership of any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials you create, submit or make available for inclusion on or through these products or services. As between Sealed Speed, Inc. and you, you own all rights to your Data.

## 5. Professional Services

You may purchase professional consulting or training services (“Pro Services”) from Sealed Speed, Inc to assist in your designs or services. You remain the “data controller” in this relationship, authorizing our personnel to design on your behalf only. As a result of Pro Services delivered under these Terms, Sealed Speed, Inc may generate ideas, inventions, suggestions, copyrightable materials or other information (“Intellectual Property”) which fall into one of two categories:

a. Intellectual Property specifically related to the subject matter of Sealed Speed, Inc’s efforts under these Terms, and directly related to, or incorporated into, the work product to be produced by Sealed Speed, Inc and delivered to you under these Terms. Title to Intellectual Property described in this paragraph, that is developed solely by Sealed Speed, Inc, or jointly by Sealed Speed, Inc and you, shall remain intellectual property of Sealed Speed, Inc. at all times.

b. Intellectual Property of general applicability, whether or not related to, or incorporated into, the work product to be produced by Sealed Speed, Inc. and delivered to you under these Terms. Title to Intellectual Property described in this paragraph, including any Intellectual Property developed by Sealed Speed, Inc. prior to or outside of these Terms, shall remain intellectual property of Sealed Speed, Inc.

## 9. Collecting Sensitive Information

You may not use the Sealed Speed, Inc. service to collect certain types of sensitive information, including but not limited to, credit card information and any type of login credentials. You may collect some sensitive information such as social security numbers, driver’s license numbers or Personal Health Information (“PHI”), but you are solely responsible for compliance with any data protection and privacy laws and regulations applicable to the sensitive information. To the extent you store PHI on the Sealed Speed, Inc. service, then the terms of the Sealed Speed, Inc. Business Associate Agreement (“BAA”) will apply. Please contact our support staff to request an executable version of the BAA.

#### 10. European and United Kingdom Data Collection

If you collect personal data in or from any person resident (or normally resident) in Europe or the United Kingdom, your actions occur under the prevailing EU data protection and privacy regulations and you are likely considered to be a “data controller”. You agree to ensure that your use of Sealed Speed, Inc. products and services is compliant with prevailing EU data protection regulations. Should you qualify as a data controller under prevailing EU data protection and privacy regulations, you also acknowledge and agree to the Sealed Speed, Inc Data Processing Addendum (“DPA”), available upon request, and as updated from time to time.

#### 11. Security

We maintain appropriate technical and operational measures, internal controls, and data security routines intended to protect your data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction. We are not responsible for the security of any data stored on any mobile device owned or controlled by you, your clients or any other product or services users.

#### 12. Privacy and Data Processing

By using Sealed Speed, Inc. products or services, you indicate acceptance of these terms and agree to our Privacy Policy, located on [www.sealedspeed.com](http://www.sealedspeed.com).

#### 13. Copyright Infringement

Sealed Speed, Inc. respects the intellectual property rights of others. Accordingly, Sealed Speed, Inc has a policy of disabling access to any Sealed Speed, Inc. client that violates copyright law, suspending access to the Sealed Speed, Inc. service to any user who uses the Sealed Speed, Inc. service in violation of copyright law, and/or terminating in appropriate circumstances the account of any user or client who uses the Sealed Speed, Inc. service in violation of copyright law.

#### 14. Trademarks

The phrase “Who Am I? “, “See What You’ve Been Missing”, the Sealed Speed logo and the “Leaves of Grass: You Shall Contribute a Verse image” are registered trademarks of Sealed Speed, Inc. You may use such trademarks for your standard marketing promotions, provide that you agree to cease or alter such use at Sealed Speed’s request where such use is contrary to Sealed Speed’s branding policies. Sealed Speed, Inc. may use Client’s business name and logo in an appropriate and acceptable manner for standard marketing promotions, provided that Sealed Speed, Inc agrees to cease or alter such use at Client’s request.

#### 15. Modifications to these Terms

Sealed Speed, Inc. may, in its sole and absolute discretion, change these Terms from time to time. Sealed Speed, Inc. will post notice of such changes on the Sealed Speed, Inc. website. If you object to any such changes, your sole recourse shall be to cease using the Sealed Speed, Inc. service. Continued use of the Sealed Speed, Inc. service following notice of any such changes

shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

#### 16. Modifications to the Sealed Speed, Inc. service

Sealed Speed, Inc. reserves the right to modify or discontinue the Sealed Speed, Inc. Service with or without notice to you. Sealed Speed, Inc. shall not be liable to you or any third party should Sealed Speed, Inc. exercise its right to modify or discontinue the Sealed Speed, Inc. service.

#### 17. Email Communications

By giving your email address to Sealed Speed, Inc, you agree to receive administrative, announcements, newsletters, sales, and marketing emails from Sealed Speed, Inc. You can opt-out from these emails by replying to said email communications with “unsubscribe” in the subject line or directly emailing [donb@sealedspeed.com](mailto:donb@sealedspeed.com) with your request of “unsubscribe” in your email request.

#### 18. Links, Content and Resources

Sealed Speed, Inc’s provision of a link to Sealed Speed's resources and/or any other website or internet resource is for your convenience only and does not signify Sealed Speed, Inc. endorsement of such other web site or resource or its contents. Sealed Speed, Inc. shall have no responsibility or liability for any information, software, or materials found at any other web site or internet resource.

#### 19. Delivery of Emails, Notifications and Other Messages

Sealed Speed, Inc. goes to great lengths to ensure successful delivery of emails, push notifications and other messages generated on or by the Sealed Speed, Inc. service, however we do not guarantee successful delivery of these. You agree that Sealed Speed, Inc. cannot be held responsible for any consequences of such delivery failure. This is because delivery is not solely controlled by Sealed Speed, Inc. and is subject to a number of points of failure which can prevent delivery.

#### 20. Service Availability

You agree that access to the Sealed Speed, Inc. service is reliant upon various factors outside of Sealed Speed, Inc.’s control, including, without limitation, your internet service provider, global telecommunications links, our hosting and other service providers, and other factors which may impact upon the availability of the Sealed Speed, Inc. service. While we will use all reasonable endeavors to ensure that you have continuous access to the Sealed Speed, Inc. services, we will not be liable to you or any other person for any loss or damage caused by unavailability of the Sealed Speed, Inc. service.

#### 21. Disclaimer of Warranties

You understand and expressly agree that use of Sealed Speed, Inc’s products and services is at your sole risk. The Sealed Speed, Inc. service is provided on an “as is” and “as available” basis.

Sealed Speed, Inc. expressly disclaims all warranties of any kind, whether express or implied, with respect to Sealed Speed, Inc. services (including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement). Sealed Speed, Inc. makes no warranty that the Sealed Speed, Inc. service will meet your requirements, or that the Sealed Speed, Inc. service will be uninterrupted, timely, secure, or error free. You understand and agree that any material and/or information downloaded or otherwise obtained through the use of Sealed Speed, Inc. is done at your own discretion and risk and that you will be solely responsible for any damage or consequential losses arising therefrom. No advice or information, whether oral or written, obtained by you from Sealed Speed, Inc. or through the Sealed Speed, Inc. service shall create any warranty not expressly made herein.

## 22. Limitation of Liability

You understand and expressly agree that, to the extent permitted under applicable law, in no event will Sealed Speed, Inc. or its officers, employees, directors, shareholders, parents, subsidiaries, affiliates, agents, or licensors be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, or other intangible losses (even if such parties were advised of, knew of, or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of Sealed Speed, Inc. products or services.

## 23. Resolution by Arbitration

This agreement requires the use of arbitration on an individual basis to resolve disputes, rather than injunctive legal actions, jury trials or class actions, and also limits the remedies available to you in the event of a dispute.

## 24. Exclusions And Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations and disclaimers in these Terms may not apply to you. To the extent that Sealed Speed, Inc. may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Sealed Speed, Inc. liability shall be the minimum permitted under such applicable law. Unless expressly provided otherwise, the limitation of liability shall not exceed the amount of the fees paid by you over the preceding 12 months, to use for the provision of Sealed Speed, Inc. services.

## 25. Indemnification

You agree to indemnify, defend, and hold harmless Sealed Speed, Inc., its parents, subsidiaries, affiliates, officers, directors, employees, consultants, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from (a) any information (including, without limitation, your Submissions or any other content) you (or anyone using your account) submits, posts, or transmits through the Sealed Speed, Inc. services, (b) your (or anyone

using your account's) use of the Sealed Speed, Inc. Services, (c) your (or anyone using your account's) violation of these Terms, and (d) your (or anyone using your account's) violation of any rights of any other person or entity.

#### 27. Relationship of Parties

No joint venture, partnership, employment, or agency relationship exists between Sealed Speed, Inc. and you as a result of these Terms or use of these products or services.

#### 28. Miscellaneous

These Terms constitute the entire and exclusive and final statement of the agreement between you and Sealed Speed, Inc. with respect to the subject matter hereof and supersedes any prior agreements or negotiations between you and Sealed Speed, Inc. with respect to the subject matter hereof. These Terms and the relationship between you and Sealed Speed, Inc. shall be governed by the laws of the State of Massachusetts, USA without giving effect to conflict of laws principles. Any and all disputes, controversies and claims arising out of or relating to these Terms or concerning the respective rights or obligations of the parties hereto shall be settled and determined by arbitration before a panel of one (1) arbitrator in Boston, Massachusetts pursuant to the Commercial Rules of the American Arbitration Association then in effect. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The parties agree that the arbitrator shall have the power to award damages, injunctive relief and reasonable attorneys' fees and expenses to the prevailing party. The failure of Sealed Speed, Inc. to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of Sealed Speed, Inc and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Sealed Speed, Inc products or services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. All terms, as well as any limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the Sealed Speed, Inc. products or services.

PRIVACY POLICY & TERMS OF SERVICE (TOS) updated 5/23/2018