

1. Acceptance of Terms and Conditions

Effective as of: November 4, 2017

We Comes Before Me, LLC owns and provides various websites (the "**Websites**"), services, and software (such as sqldbm.com) that facilitate online database modeling tool or other types of content creation and sharing, collectively, the "**Services**".

Please read these Terms and Conditions ("Terms", "Terms and Conditions", "Terms of Service") carefully before using the www.sqldbm.com website (the "Service") operated by We Comes Before Me, LLC ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

BY ACCESSING AND USING THE SERVICES IN WHOLE OR IN PART YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS SET FORTH BELOW ("Terms", "Terms and Conditions", " ", "Terms of Service"). IF YOU REPRESENT A COMPANY, YOU AGREE THAT YOU ARE AUTHORIZED TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF YOUR COMPANY, AND BY ACCESSING AND USING THE SERVICES IN WHOLE IN OR IN PART YOU AGREE ON BEHALF OF YOU AND YOUR COMPANY TO BE BOUND BY THESE TERMS AND CONDITIONS.

In these Terms and Conditions, we may refer to We Comes Before Me, LLC as "**WCBM**", "**us**", or "**we**", and "you" shall refer to you and, where applicable, to your company. Any and all use of the Services is subject to these Terms and Conditions. If you do not agree to be subject to these Terms and Conditions, do not use the Services. BY CONTINUING TO USE THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

WCBM RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, UPDATE, ADD, OR REMOVE PORTIONS OF THE TERMS AND CONDITIONS AT ANY TIME, WITH OR WITHOUT NOTICE TO YOU. PLEASE CHECK THESE TERMS AND CONDITIONS PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF THE SERVICES AFTER THE POSTING OF ANY CHANGES TO THE TERMS AND CONDITIONS WILL SIGNIFY YOUR

ACCEPTANCE OF THOSE CHANGES. You can review current version of the Terms and Conditions at any time at <https://sqldbm.com/TermsOfService.pdf>

Any new features that augment or enhance the current Services, including the release of new tools and resources, shall be subject to the Terms and Conditions. Continued use of the Services after any such changes shall constitute your consent to such changes. These Terms and Conditions cover your use of the Services, and you agree that these Terms and Conditions apply to your use of the Services. "**Users**" or **Accounts** shall refer to any and all individuals or organizations using the Services.

BY USING THE SERVICES, YOU ALSO CONSENT AND AGREE TO THE TERMS OF THE WCBM PRIVACY POLICY. You can review the most current version of the **Privacy Policy** at any time at <https://sqldbm.com/PrivacyPolicy.pdf>

2. Account registration

Use of the Services is restricted to users at least 13 years of age. If you are under the age of 13, you must use an account created by a parent or guardian, and you must have the explicit permission of a parent or guardian to use the Services.

If you are under the age of 18, you must have the explicit permission of a parent or guardian to sign up for any paid services on the Services.

You must register to access and use certain parts of the Services.

One person or legal entity may not maintain more than one free account.

When you enter or try to use a part of the Services that requires registration, you will be prompted to create an account (a "User Account") or log into your existing User Account. You understand that if you are so prompted you will not be able to continue using that portion of the Services without having a User Account.

If you are registering on behalf of a company, by registering you agree that you have the requisite authority to register on behalf of such company. You agree that any information you provide when registering for the Services, and at any time thereafter is true, accurate and complete and that, where applicable, you will update all such information as necessary to maintain its truth, accuracy and completeness. FAILURE TO DO SO SHALL CONSTITUTE A BREACH OF THESE TERMS AND CONDITIONS.

You are responsible for maintaining the confidentiality of your password, and will be solely liable for all actions taken via your account, whether or not made with your knowledge or authority. WCBM cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

3. Use of the Services

WCBM grants to you a non-exclusive license to access and use the Services in accordance with these Terms and Conditions. You agree not to use, copy, modify, reformat, rent, lease, lend, frame, create derivative works, publicly display, download, store, reproduce, transmit, provide links to, republish, upload, post, reprocess, make commercial use of, or distribute the Services, in whole or in part.

WCBM shall use all commercially reasonable efforts to make its Services available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

WCBM shall provide you with basic online support for the Services at no additional charge, and/or upgraded support if purchased separately, and shall provide the Services only in accordance with applicable laws and government regulations.

4. Communications

WCBM reserves the right to contact you from time to time for feedback about the Services. We may also contact you regarding service and support related issues. We reserve the right to contact you through e-mail, facsimiles, text or voice messages, notices posted on the WCBM websites. Notices will be deemed effective at the time they are sent by WCBM or as of the date they are posted, regardless of whether you actually read any such notices.

You consent that any emails, surveys, other information or feedback regarding the Services or the Websites that you provide to WCBM through the Services or via any other medium, except for Personally Identifiable Information, as defined in the WCBM Privacy Policy, can be used by WCBM in any manner, including but not limited to for reviews and ratings on WCBM or third party websites. This does not apply to work you may submit, create, develop, collaborate on, or otherwise work on in connection with using the Services, and you will retain all rights in and to any work to the extent it is original work created by you, subject to Section 6 "Content Ownership and Conduct", below.

5. Content Ownership and Conduct

We claim no intellectual property rights over the material you provide to the Services. Your profile and materials uploaded remain yours. However, by setting your pages to be viewed publicly, you agree to allow others to view your Content.

You acknowledge that you are responsible for the information and content that you produce, import, store and access to the Services ("Content"), and that you will have full responsibility for the Content, including its legality, reliability, appropriateness, originality

and copyright. You further agree that you will not upload, post or otherwise make available on the Services any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right, and the burden of determining that any material is not protected by any such right is on you. **YOU SHALL BE SOLELY LIABLE FOR ANY DAMAGE RESULTING FROM ANY INFRINGEMENT OF COPYRIGHTS, TRADEMARKS, PROPRIETARY RIGHTS, OR ANY OTHER HARM RESULTING FROM THE CONTENT.**

YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY CONTENT YOU PRODUCE USING SERVICES. WCBM will not license your Public Content to any third parties without your explicit permission.

WCBM reserves the right, but not the obligation, to remove any Public Content which violates this agreement. When using the Services, you may be exposed to Public Content from a variety of sources, and WCBM is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Public Content, which may be inaccurate, infringing, offensive, indecent, or objectionable. WCBM does not guarantee any confidentiality with respect to any Public Content and will not treat any Public Content as confidential. You understand that you and other users may be able to create, post, submit, or otherwise display Content and other information using the Services.

You may not use the Services to do any of the following:

- a. create, upload, post, transmit, or otherwise make available any items that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise discriminatory;
- b. harass another person or entity;
- c. harm minors;
- d. target any marketing efforts to minors 13 years of age or under;
- e. engage in or facilitate any infringement or misappropriation of, or create, upload, post, cause a display or performance of, transmit or otherwise make available any content that infringes, any patent, trademark, trade secret, copyright or other proprietary or intellectual property rights of any party;
- f. create, upload, post, transmit or otherwise make available any content that you do not have a right to make available under law or contractual or fiduciary relationships;
- g. upload or transmit spam or unsolicited messages using the send, share, or other transmission capabilities of the Websites;

- h. cause or facilitate a display or performance of, or otherwise make publicly available any copyrighted materials for which you do not possess appropriate rights to so display, perform or otherwise make available;
- i. perform any activities that violate, intentionally or unintentionally, any applicable state, local, federal, or international laws or regulations promulgated by governmental agencies that have the force of law;
- j. provide resources to or otherwise support any organization(s) designated by the United States government as a foreign terrorist organization under section 219 of the Immigration and Nationality Act;
- k. impersonate any person or entity or misrepresent in any way your affiliation with a person or entity;
- l. disguise the origin of any content transmitted through any of the Websites;
- m. create, upload, post, cause a display or performance of, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to destroy, interrupt or otherwise limit the functionality of any computer software, computer hardware or other equipment;
- n. upload, post, engage in or facilitate any activities that change the visual character, general or specific, of the Websites;
- o. employ automated systems (including crawlers, spiders, robots, etc) that send more requests to WCBM's servers than possible to do by a human using a conventional web-browser in the same amount of time. However, WCBM allows the operators of public search engines to use spiders to copy materials from the Websites for sole purpose of creating public accessibility, but does not grant these operators permission to store, cache, or archive such materials for any other purpose; or
- p. interfere with or disrupt the Websites or servers or networks connected thereto, or disobey any applicable policies or regulations of networks connected to the Websites.

You further agree that if you upload, post, transmit or otherwise display any mature material, you will a) do so only and completely in accordance with all applicable laws and with these Terms and Conditions, and b) mark or otherwise visibly designate all such material as "Mature Material" in a way that is easily evident to Users.

6. Intellectual Property

WCBM retains all rights in and to, including without limitation, the copyrights, patents, and trade secrets, trademarks or service marks contained in or relating to the Services (collectively the "WCBM Intellectual Property") that are the exclusive property of WCBM and/or its licensors. We do not transfer any rights in or to the WCBM Intellectual Property to you.

Content of the Services that incorporates or includes any of the WCBM Intellectual Property may not be used, copied, reproduced, distributed, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of WCBM or the rightful owner, as applicable.

7. Confidential Information

Confidential Information is any oral, written, graphic or machine-readable information disclosed by WCBM that is designated in writing to be confidential or proprietary or is otherwise reasonably understood to be confidential.

Confidential Information shall include, but not be limited to, any and all data regarding the performance of any functionality of the Services. You agree to not disclose or use any Confidential Information without the prior written consent of WCBM, and to maintain the confidentiality of the Confidential Information.

8. Termination

Upon termination of your use of the Services for any reason, all of your rights to access and use any and all parts of the Services shall immediately terminate.

9. Changes to the Services

WCBM has the right to change or modify, upgrade, add to, or discontinue the Services or any portion or feature thereof at any time without notice. WCBM also reserves the right to assign any rights, licenses, or obligations arising out of or relating to these Terms and Conditions or to the Services without restriction.

10. Sole Remedy

Your only remedy for any dispute with WCBM is to stop using the Services.

11. Jurisdiction

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

12. Entire Agreement / Translation / Interpretation

These Terms and Conditions, other WCBM legal policies as posted on the Websites, and any operating rules for the Services established by WCBM constitute the entire agreement between WCBM and you regarding your use of the Services. If any provision of these Terms and Conditions should be held illegal or unenforceable by a court with jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from these Terms and Conditions if no such modification is possible, and the other provisions of these Terms and Conditions shall remain in full force and effect. The section headings used are for convenience only and shall not be given any legal significance.

13. No Waiver

A lack of enforcement will not result in waiver of any term. Also, no waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent default.

14. Warranty Disclaimer

The Services are provided "AS IS", "WITH ALL FAULTS", and "AS AVAILABLE". YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. WCBM does not GUARANTEE that users will be able to access the Services at all times or places, that WCBM will have adequate capacity for all users, OR THAT THE SERVICES WILL BE OPERABLE with your equipment. TO THE FULLEST EXTENT PERMITTED BY LAW, WCBM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, including implied warranties of merchantability, suitability, quality, accuracy, fitness for particular purposes and non-infringement. WCBM MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT OF ANY WEB SITES LINKED TO THE SERVICES. WCBM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY LINKED WEB SITE OR FEATURED IN ANY ADVERTISING, AND WCBM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

You understand that WCBM uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services.

15. Limitation of Liability

IN NO EVENT SHALL WCBM, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY

- I. ERRORS, MISTAKES, OR INACCURACIES OF THE SERVICES CONTENT,
- II. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES,
- III. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN,
- IV. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES OR INTEROPERABILITY PROBLEMS,
- V. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY,
- VI. ANY ERRORS OR OMISSIONS IN ANY CONTENT,
- VII. USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY,
- VIII. YOUR USE, OR INABILITY TO USE, ANY PORTION OF THE SERVICES OR FOR ANY LOSS OR DAMAGE OF ANY KIND (INCLUDING YOUR DATA) INCURRED AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY 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.

Questions about the Terms and Conditions should be sent to support@sqldb.com