

# TERMS OF USE

Last Updated and Posted: September 12, 2025

These Terms of Use (this "Agreement") contain the terms and conditions that govern your access to and use of this website and our Service Offerings (as defined below) and is an agreement between Pantheon Systems, Inc. ("Pantheon," "we," "us," or "our") and you ("you" or "Subscriber"). This Agreement takes effect when you click an "I Accept" button or checkbox presented with these terms or, if earlier, when you use any of the Service Offerings (the "Effective Date"). You represent to us that you (a) have read, understand, and agree to be bound by this Agreement and (b) are lawfully able to enter into contracts (e.g., you are not a minor). If you are using the Service Offerings on behalf of an entity, you are agreeing to this Agreement for that entity and representing to Pantheon that you have the authority to bind that entity to this Agreement (in which case "you" and "Subscriber" will refer to that entity), unless that entity has a separate contract in effect with us, in which event the terms of that contract will govern use by the entity. If you do not agree to be bound by this Agreement, you may not access or use this website or the Service Offerings.

Your use of, and participation in, certain services offered by Pantheon may be subject to additional terms ("Supplemental Terms"), and such Supplemental Terms will either be listed in this Agreement or will be presented to you for your acceptance when you sign up to use the supplemental service. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to such service. This Agreement and any applicable Supplement Terms are referred to collectively as the "Agreement."

This Agreement limits the remedies that may be available to you in the event of a dispute.

Please note that this Agreement is subject to change by Pantheon in its sole discretion at any time. When changes are made, Pantheon will make a new copy of this Agreement available at its website. We will also update the "Last Updated" date at the top of this Agreement. If we make any material changes, and you have created an account with us, we will also either send an e-mail to you at the last e-mail address you provided pursuant to this Agreement or post the updated Agreement on the UI (defined below) or our website. Any changes to the Agreement will be effective immediately for new users of the website and/or Service Offerings and will be effective thirty (30) days after posting notice of such changes on the website for existing Subscribers, provided that any material changes will be effective for Subscribers who have an account with us upon the earlier of thirty (30) days after posting notice of such changes on the website or thirty (30) days after dispatch of an e-mail notice of such changes to such Subscribers. If you do not agree to any change(s) after receiving notice of such change(s), you must stop using the website and the Service Offerings. Otherwise, your continued use of the website and/or the Service Offerings constitutes your acceptance of such change(s).

Capitalized terms used in this Agreement will have the meaning set forth in Section 17 or as otherwise defined within the Agreement.

## 1. USE OF SERVICE OFFERINGS

1.1 Service Offerings. Pantheon provides free website hosting, content publishing and management services and other web-based services as well as associated software tools and support services (collectively, "Service Offerings") to organizations ("Subscribers"). This Agreement sets forth the terms pursuant to which Subscribers may access and use Pantheon's free Service Offerings. Subject to the terms and conditions of this Agreement, Pantheon will provide the Service Offerings that you select, solely for your own use, and not for the use or benefit of any third party.

1.2 Access to Service Offerings. Pantheon will use reasonable efforts to ensure that the Service Offerings are available twenty-four

hours a day, seven days a week. However, there will be occasions when the Service Offerings will be interrupted for maintenance, upgrades and repairs or due to failure of telecommunications links and equipment. Pantheon will take reasonable steps to minimize such disruption where it is within Pantheon's reasonable control. You agree that Pantheon will not be liable in any event to you or any other party for any suspension, modification, discontinuance or lack of availability of the Service Offerings. You are responsible for obtaining, maintaining and ensuring compatibility of any equipment or ancillary services needed to access or use the Service Offerings, including without limitation, hardware, software, routers, wireless, networking devices, firewalls, modems, broadband service, and long distance or local telephone service. Pantheon may change, suspend or discontinue the Service Offerings at any time, including the availability of any feature or capability. Pantheon may also impose limits on certain features and services or restrict your access to parts or all of the Service Offerings without notice or liability. Pantheon retains the right to create limits on use and storage in its sole discretion at any time with or without notice.

1.3 Subscriber Registration. Subscriber will be required to register with Pantheon and select a password and Pantheon URL by providing Pantheon with accurate, complete, and updated registration information, including Subscriber's e-mail address. Failure to do so will constitute a material breach of this Agreement. Subscriber may not use as a Pantheon URL a name that is subject to any third-party rights without appropriate authorization. Pantheon reserves the right to refuse registration of, or cancel, a Pantheon URL in its discretion. Subscriber is solely responsible for any use of or action taken under Subscriber's password and accepts full responsibility for all activity conducted through Subscriber's account and hereby releases Pantheon from any and all liability concerning such activity. Subscriber will notify Pantheon immediately of any actual or suspected loss, theft, or unauthorized use of Subscriber's account or password.

1.4 Restrictions. Except as expressly authorized pursuant to this Agreement, Subscriber may not and may not permit others to: (a) sell, rent, lease, license, sublicense, or assign the Service Offerings, or any part thereof to others without Pantheon's prior written permission; (b) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas; (c) transfer the Service Offering, in whole or in part, or any copy thereof to another party, unless you receive written permission from an authorized agent of Pantheon; (d) reverse engineer, decompile, disassemble, or otherwise derive the source code from the Service Offerings, or any part thereof, without Pantheon's prior written permission; (e) copy, modify or prepare derivative works of the Service Offerings, or any part thereof; (f) violate any aspect of Pantheon's AUP; or (g) use the Service Offerings to process or store any Restricted Data.

Except as expressly set forth herein, no express or implied license or right of any kind is granted to Subscriber regarding the Service Offerings, or any part thereof. All licenses and other rights, if any, granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the term of this Agreement, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against Pantheon or Pantheon's customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings you or any other authorized users have used on your behalf. Subscriber will abide by all copyright notices, information, and restrictions contained in the Service Offerings. The parties acknowledge that any actual or threatened breach of this Section 1.4 (Restrictions) will constitute immediate, irreparable harm to Pantheon for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Section 1.4, Pantheon will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

1.5 Compliance. Subscriber will comply with the laws of all countries where it operates. Subscriber is solely responsible for the subject matter and nature of the Subscriber Content. Subscriber will be responsible for ensuring that its use of the Service Offerings, and that any processing of Subscriber Content by Pantheon or Subscriber via the Service Offerings, will not violate any applicable laws or regulations. Subscriber will provide all notices to, and obtain and maintain any consents from, any individual data subject as required by any applicable law or regulation in connection with the processing of any personally identifiable information and/or personal data of such individual data subjects via the Service Offerings by Pantheon and/or Subscriber. Subscriber will not process or submit to the Service Offerings any Subscriber Content that includes any personally identifiable information and/or personal data of any individual data subject consisting of: (i) "personal health information," as defined under the United States' Health Insurance Portability and

Accountability Act; (ii) government-issued identification numbers, including Social Security numbers, driver's license numbers and other state-issued identification numbers; (iii) financial account information, including bank account numbers, and primary account numbers; (iv) payment card data, including credit card or debit card numbers; or (v) "sensitive personal data" or "special categories of personal data," consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.

Pantheon reserves the right to remove any Subscriber Content, suspend or terminate Subscriber's right to use the Service Offerings at any time, or pursue any other remedy or relief available to Pantheon under equity or law, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Subscriber Content or if Pantheon is concerned that Subscriber may have breached the immediately preceding sentence), or for no reason at all.

1.6 Subscriber Content. While Pantheon will make reasonable efforts to store and preserve Subscriber Content that is uploaded or transferred to the Service Offerings, Pantheon will not be responsible or liable in any way for the failure to store, properly process or provide access to Subscriber Content or other materials you upload or transfer to the Service Offerings. You are responsible for maintaining backup copies of all Subscriber Content that is transferred to the Service Offerings.

## 2. SUPPORT

2.1 Support Description. Pantheon's description of available support services ("Support") is located at <https://pantheon.io/docs/getting-support>. Pantheon will provide Support to you at the support level that Pantheon determines, from time to time, is appropriate for its free Service Offerings. Pantheon may change the Support offered for its free Service Offering at any time and for any reason without prior notice to you.

## 3. SUBSCRIBER PERSONAL DATA

3.1 Nature of Personal Data Processing Activity. Pantheon hosts Subscriber Content as part of the Service Offerings, which may include information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular identified or identifiable natural person ("Personal Data"). The Parties acknowledge and agree that, as the Service Offerings are free, Subscriber will not use the Service Offerings to collect, store or process any Personal Data. If Pantheon receives Subscriber Personal Data in connection with Subscriber's registration for a Service Offering, Pantheon will process such Personal Data in accordance with Pantheon's Privacy Policy which is available at [legal.pantheon.io](https://legal.pantheon.io). Subscriber will defend, indemnify and hold Pantheon harmless from all claims, losses, liabilities, damages and expenses arising from a third party claim based on Subscriber's collection, storage or processing of Personal Data in connection with the Service Offerings.

## 4. INTELLECTUAL PROPERTY RIGHTS

4.1 Intellectual Property Rights Ownership. As between you and us, Pantheon owns and reserves all right, title, and interest in and to the Service Offerings, including all Feedback. Except as expressly set forth in this Agreement, no express or implied license or right of any kind is granted to Subscriber regarding the Service Offerings including any right to obtain possession of any source code, data or other technical material relating to the Service Offerings. All rights not expressly granted to Subscriber are reserved to Pantheon.

4.2 License. Subject to this Agreement, Pantheon grants Subscriber during the Term a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license, in object code form only to access and use the Service Offerings in accordance with this Agreement. The Service Offerings may contain open source software components which are licensed under the terms of the applicable open source software licenses and not this Agreement.

4.3 Retention of Rights in Downloaded Materials. Subject to this Agreement and any license restrictions included in such download, Subscriber may download or copy the UI, and other items displayed on the UI for download, for personal use only, provided that Subscriber maintains all copyright and other notices contained in such UI. In the event you download Software Tools from the UI, the

Software Tools and the UI, including any files, images incorporated in or generated by the Software Tools and the UI, and the data accompanying the Software Tools and the UI is licensed to you by Pantheon or third-party licensors for your personal, noncommercial use, and no title to the Software Tools or the UI shall be transferred to you.

**4.4 Subscriber Content License; Use of AI Technologies.** For purposes of Pantheon providing the Service Offerings, Subscriber grants Pantheon during the Term a non-exclusive, worldwide, fully paid, royalty-free, sublicensable, non-transferable right and license to use, copy, cache, publish, display, distribute, modify, create derivative works and store Subscriber Content solely to the extent necessary to provide the Service Offerings. Subscriber authorizes Pantheon to process Subscriber Content through large language models and other artificial intelligence technologies (collectively, "AI Technologies") to enable enhanced search capabilities, automated categorization and metadata tagging, content creation, modification and summarization as well as other capabilities related to the Service Offerings. Pantheon will not process, nor permit its subcontractors to process, Subscriber Content through AI Technologies for the purposes of training or improving such technologies.

## 5. SUBSCRIBER RESPONSIBILITIES

**5.1 Security and Backup.** You are solely responsible for the development, content, operation, maintenance, and use of Subscriber Content. For example, you are solely responsible for: (a) the technical operation of Subscriber Content, including ensuring that calls you make to any Service Offering are compatible with then-current APIs for that Service Offering; (b) compliance of Subscriber Content with this Agreement, other policies, and the law; (c) any claims relating to Subscriber Content; and (d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Subscriber Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of Subscriber Content, which may include the use of encryption technology to protect Subscriber Content from unauthorized access and routine archiving Subscriber Content. Log-in credentials and private keys generated by the Service Offerings are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your personnel performing work on your behalf; provided that you are liable for any violation of this Agreement by such personnel.

## 6. WARRANTY DISCLAIMER

**6.1 Disclaimer of Warranties.** THE SERVICE OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. Pantheon makes no representations or warranties of any kind with respect to the Service Offerings, including any representation or warranty that the use of them will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of viruses or other harmful components.

## 7. INDEMNIFICATION

**7.1 Subscriber Indemnification.** You will defend, indemnify, and hold us harmless, including our employees, officers, directors, representatives, our licensors and service providers, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any Authorized Users' use of the Service Offerings (including any activities under your account and use by your employees, agents, subcontractors and customers); (b) Subscriber Content or the combination of Subscriber Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by your Subscriber Content or by the use, development, design, production, advertising or marketing of Subscriber Content; or (c) violation of Pantheon's AUP.

**7.2 Process.** We will promptly notify you of any claim subject to Section 8.1, but our failure to promptly notify you will only affect your obligations under this Section 7 to the extent that our failure prejudices your ability to defend the claim. We will choose legal counsel to

defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld. You must pay expenses due under this section as we incur them.

## 8. LIMITATIONS OF LIABILITY

8.1 DISCLAIMER OF PANTHEON LIABILITY. PANTHEON WILL NOT IN ANY EVENT BE LIABLE TO YOU UNDER THIS AGREEMENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR FOR YOUR LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, PANTHEON WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE LAW, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON.

## 9. TERMINATION

9.1 Term. The term of this Agreement commences on the Effective Date and remains in full force and effect while you use any Service Offerings, unless terminated earlier in accordance with this Agreement (the "Term").

9.2 Right to Terminate. Pantheon may terminate a Service Offering at any time and with immediate effect by notifying Subscriber in accordance with the notice terms of this Agreement. Likewise, Subscriber may terminate its use of a Service Offering at any time by notifying Pantheon in accordance with the notice terms of this Agreement.

9.3 Obligations after Termination. Sections 1.4 (Restrictions), 4.1 (Intellectual Property Rights), 6 (Warranty Disclaimer), 7 (Indemnification), 8 (Limitations of Liability), 9.3 (Obligations after Termination), 10 (Confidentiality), and 13 (Legal Disputes) will survive termination of this Agreement. Termination of your access to and use of the Service Offerings will not relieve you of any obligations arising prior to such termination or limit any liability which you otherwise may have to Pantheon, including without limitation any indemnification obligations.

## 10. CONFIDENTIALITY

10.1 Subscriber Confidentiality Obligations. Subscriber recognizes that it will receive Pantheon Confidential Information in connection with its use of, and access to, the Service Offerings. Subscriber will use Pantheon Confidential Information solely in connection with its use of the Service Offerings and not for any other purpose. Subscriber will not disclose Pantheon Confidential Information to any third party except that it may disclose such Confidential Information to its employees and agents who need to know such information in order to exercise Subscriber's rights and perform Subscriber's obligations under this Agreement and provided such personnel are bound by confidentiality obligations similar to those stated in this Agreement. In the event that Subscriber is required to disclose Confidential Information pursuant to any applicable statute, regulation or court order, Subscriber may do so provided that it uses commercially reasonable efforts to notify Pantheon of the required disclosure. Subscriber will maintain physical, electronic and procedural safeguards reasonably designed to protect the confidentiality and integrity of, and to prevent unauthorized access to or use of, Pantheon Confidential Information.

## 11. MISCELLANEOUS

11.1 Complete Agreement. This Agreement, including the AUP, as modified from time to time, constitute the entire agreement between you and Pantheon with respect to the Service Offerings and replaces and supersedes all prior or contemporaneous understandings or

agreements, written or oral, regarding the Service Offerings.

11.2 Export Control. Subscriber acknowledges that the Service Offerings are subject to export restrictions by the U.S. government and import restrictions by certain foreign governments. Subscriber may not export or re-export the Service Offerings except in compliance with the U.S. Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable.

11.3 Enforceability of Agreement. Subscriber certifies to Pantheon that, if Subscriber is an individual (i.e., not a corporate entity), Subscriber is at least 13 years of age. No one under the age of 13 may provide any personal information to Pantheon (including, for example, a name, address, telephone number or e-mail address).

11.4 Waiver. No provision of this Agreement will be waived by any act or failure to act by Pantheon, unless such waiver is in a written instrument signed by a duly authorized officer of Pantheon.

11.5 Assignment and Transferability of Agreement. This Agreement is not assignable, transferable or sub-licensable by Subscriber except with Pantheon's prior written consent. Pantheon may assign this Agreement in whole or in part at any time without Subscriber's consent.

11.6 Notice. Any notice to Pantheon that is required by this Agreement will be in writing and will be deemed effective upon receipt, when sent by confirmed e-mail to [legal@pantheon.io](mailto:legal@pantheon.io) with a hard copy to Customer Support, Pantheon Systems, Inc., 717 California Street, Third Floor, San Francisco, CA, 94108. Any notice to you will be in writing and will be deemed effective when sent by e-mail to the e-mail address you have designated for communications when you registered for the Service Offerings.

11.7 Governing Law. You agree the laws of the State of California, without regard to its principles of conflict of laws, will exclusively govern this Agreement and its interpretation. You also agree that any legal action, suit or proceeding will be resolved exclusively in the state or federal courts located in San Francisco, California.

## 12. DEFINITIONS

"API" means an application program interface.

"AUP" means the Pantheon Acceptable Use Policy as set out at <https://legal.pantheon.io>.

"Authorized User" means any individual or entity that (a) accesses or uses your Subscriber Content or (b) otherwise accesses or uses the Service Offerings under your account.

"Confidential Information" means any and all non-public information or other information, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, disclosed by Pantheon to you which may include without limitation: (a) patent and patent applications, (b) trade secrets and product roadmap or discussions regarding features and enhancements and (c) proprietary and confidential information, ideas, media, drawings, works of authorship, inventions, know-how, processes, algorithms, software programs and software source documents related to the current, future, and proposed products and services of Pantheon or its business partners including their technology, business plans and promotions and (d) information concerning research, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans.

"Feedback" means ideas, suggestions, and/or documents provided by Subscriber to Pantheon about the Service Offerings.

"Service Offerings" means the Subscription Plan, Software Tools, or Support offered to Subscriber. Service Offerings do not include Third Party Content or Subscriber Content.

“Software Tools” means, as applicable to the offered Subscription Plan, a platform provided by Pantheon (i) for the development, maintenance, and oversight of one or multiple websites (including, without limitation, development environment, workflow integration tools, web operations UI, command line tools, site access controls and search) and/or (ii) to manage the conversion of Subscriber Content from a document editing system (e.g., Google Workspace or Microsoft 365) to a content management system (e.g., WordPress, Drupal or [Next.js](#)), including, without limitation, API(s), API installation tools, command line tools and content management UI. Software Tools do not include Third Party Content or Subscriber Content.

“Subscriber Content” means content that Subscriber or any Authorized User (a) causes to interface with the Service Offerings or (b) uploads, transfers or contributes for use, processing and/or storage through the Service Offerings. For the purposes of this definition, “Subscriber Content” means, without limitation, software, object code, source code, audio, video, animations, text, graphics, logos, tools, photographs, images, illustrations, Subscriber programming code and API(s), dashboard(s), administration tools, and graphical interface(s).

“Subscription Plan” means, as specified in the applicable registration form, an unpaid website hosting plan or content publishing plan.

“Third Party Content” means content made available to you by any third party on the UI or in conjunction with the Service Offerings. For the purposes of this definition, “Third Party Content” means, without limitation, software or source code, audio, video, animations, text, graphics, logos, tools, photographs, images, illustrations, Third Party programming code and API(s), dashboard(s), administration tools, and graphical interface(s).

“UI” or “User Interface” means all Pantheon-created content, including but not limited to software or source code, audio, video, animations, text, graphics, logos, tools, photographs, images, animations, illustrations, the Pantheon programming code and APIs, dashboard(s), administration tools, and graphical interface(s), all as created and/or used by or on behalf of Pantheon in connection with its provision of the Service Offerings. UI does not include Third Party Content or Subscriber Content.