



End User License Agreement

Effective date: 09/29/2023

This End User License Agreement ("Agreement") is a binding agreement between you, either as an individual or a single entity, ("Licensee" or "you") and CuoreHub LLC ("CuoreHub"). This Agreement governs your use of the CuoreHub Application, (including all related documentation, the "Application"). The Application is licensed, not sold, to you. Terms not defined in this policy are defined in the CuoreHub.com Terms of Use.

BY USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE APPLICATION.

1. License Grant

Subject to the terms of this Agreement, CuoreHub grants you a non-exclusive, non-transferable, limited license to (a) use the Application for any domains or social media accounts owned or otherwise controlled by you in accordance with the Application's documentation; and (b) access and use the Application through the CuoreHub's website located at www.app.CuoreHub.io (the "Site"), strictly in accordance with this Agreement, the Site's Terms of Service, and the Site's Privacy Policy located at <https://cuorehub.io/wp-content/uploads/2024/01/Terms-of-Service-CuoreHub-1.pdf> and <https://app.cuorehub.io/privacy-policy>, which are incorporated herein by this reference. Any violation of such Terms of Use will also be deemed a violation of this Agreement and, to the extent these terms may conflict with the Terms of Use, these terms shall prevail. However, subject to these terms, you may view, print or download a reasonable number of copies of the Content at the Site for your own informational purposes; provided, that you retain all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any Content, materials or design

elements on the Site for any other purpose is strictly prohibited without the express prior written permission of CuoreHub.

2. Your CuoreHub Account Security

To access the Application, you may be asked to provide registration details. It is a condition of use of the Application that all the information you provide be correct, current and complete. If we believe the details are not correct, current, or complete, we have the right to refuse you access to the Application and to terminate or suspend your account.

CuoreHub may change, suspend or discontinue the Site, in whole or in part, at any time, including the availability of any feature, database, or content. CuoreHub may also impose limits on certain features and services or restrict Licensee's access to parts or all of the Site without notice or liability.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Application, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Application.

You shall be responsible for maintaining the confidentiality of your CuoreHub password and other account information, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Application using your information.

3. License Restrictions

You shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;
- (f) use the Application in any manner that could damage, disable, overburden or impair CuoreHub's online services
- (g) use the Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA. You agree to abide by United States copyright law and all other applicable laws of the United States and other nations and by any applicable international treaties in connection with the Application, and use thereof; or
- (h) violate any of the restrictions set forth in the Terms of Service.

If you violate these restrictions, we reserve the right terminate your right to use the Application at any time and to pursue any legal remedy against you available to us. In addition, we may terminate this license, and we may discontinue the Application, at any time, with or without notice.

4. Ownership

You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. CuoreHub reserves and shall retain its entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

5. Collection and Use of Your Information

You acknowledge that when you download, install or use the Application, CuoreHub may use automatic means (including, for example, cookies and web beacons) to collect information about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

6. Passwords

You are responsible for safeguarding the password that you use to access the Application and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. CuoreHub cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

7. Updates

CuoreHub may from time to time in its sole discretion update the Application. Updates may modify or delete in their entirety certain features and functionality. You agree that CuoreHub has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. These updates occur automatically.

8. Fees and Payment

You agree to pay CuoreHub the monthly or annual subscription fees indicated for that service. Payments will be charged on the day you sign up for a premium service and will cover the use of that service for a monthly or annual period as indicated. Premium service fees are not refundable.

9. Term and Termination

This EULA is effective for the term of your subscription, whether annual or monthly, and at the end of each term automatically renews for an additional subscription term, unless terminated as described below. You may terminate this EULA at any time by deleting your account from the CuoreHub settings panel or by contacting a CuoreHub representative at contact@CuoreHub.io. CuoreHub may terminate this EULA, in its sole discretion, at any time and without any notice, with or without cause, or if you breach any of the terms and conditions, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of this EULA. Notwithstanding the foregoing, if you have a paid account, such account can only be terminated by CuoreHub if you materially breach this Agreement; provided that, CuoreHub can terminate the Site immediately as part of a general shut down of our service.

Upon termination of this EULA for any reason, you shall delete and/or destroy all copies of the Application, and all rights granted to you under this Agreement will immediately terminate. All provisions of this EULA relating to disclaimers of warranties, limitation of liability, remedies, or damages, and

CuoreHub's proprietary rights shall survive any such termination. You agree that CuoreHub, or either of its affiliates, owners, officers, or employees, shall not be liable to you or any third-party for any termination of your access to the Application.

10. Logo Permissions

You grant CuoreHub the right to use your company name and logo in promotional material. If you need an exception to this, you must e-mail us at contact@CuoreHub.io before you sign up.

11. Warranties

CuoreHub shall use commercially reasonable efforts consistent with prevailing industry standards to provide the Application in a professional and workmanlike manner that is free of defects. Your sole remedy, and CuoreHub's exclusive liability, for defects in the service shall be for CuoreHub to use commercially reasonable efforts to promptly correct such defects.

You represent and warrant that (i) your use of the Application will be in strict accordance with the CuoreHub Terms of Service and Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Application will not infringe or misappropriate the intellectual property rights of any third party.

12. Disclaimer of Warranties

EXCEPT TO THE EXTENT PROVIDED IN SECTION 11 (WARRANTIES), THE APPLICATION IS PROVIDED "AS IS". CUOREHUB AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER CUOREHUB NOR ITS SUPPLIERS AND LICENSORS, MAKES ANY WARRANTY THAT THE APPLICATION WILL BE ERROR FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED. YOU UNDERSTAND THAT YOU DOWNLOAD FROM, OR OTHERWISE OBTAIN CONTENT OR SERVICES THROUGH, THE SITE AT YOUR OWN DISCRETION AND RISK.

13. Limitation of Liability

IN NO EVENT WILL CUOREHUB, OR ITS SUPPLIERS OR LICENSORS, BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT OR SUBSTITUTE PRODUCTS OR SERVICES; (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA. IN NO EVENT WILL CUOREHUB, OR ITS SUPPLIERS OR LICENSORS, BE LIABLE FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY YOU TO CUOREHUB UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CAUSE OF ACTION. CUOREHUB SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND THEIR REASONABLE CONTROL. THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

14. Indemnification

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS CUOREHUB, ITS CONTRACTORS, AND ITS LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF YOUR MISUSE OF THE APPLICATION, INCLUDING BUT NOT LIMITED TO OUT OF YOUR VIOLATION THIS AGREEMENT.

15. Privacy

CuoreHub's current privacy policy is available at the Site (the "Privacy Policy"), which is incorporated by this reference. CuoreHub strongly recommends that you review the Privacy Policy closely. You agree that we may use information and data as described in the Privacy Policy.

16. Government End Users

The Application is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b)(2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government end users acquire the Software with only those rights as set forth in this EULA.

17. General

The Agreement is entered into and performed in the State of Delaware, United States of America and is governed by and shall be construed under

the laws of Delaware, exclusive of any choice of law or conflict of law provisions. In any claim or action directly or indirectly arising under the Agreement or related to the Site, each party irrevocably submits to the personal jurisdiction of the Delaware State District Court sitting in Wilmington, Delaware. Each party waives any jurisdictional, venue or inconvenient forum objections to these courts. You agree that you shall pursue any claim against us in your individual capacity only, and you will not participate in any collective or so-called "class" action against CuoreHub. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

You may not assign any rights or obligations under the Agreement without CuoreHub's prior written consent. CuoreHub may assign all or part of the Agreement. If you violate any of the Agreement, your authorization to use the Application and all licenses granted herein terminate automatically. If any of the provisions of the Agreement are held unenforceable or overbroad by a court or other tribunal of competent jurisdiction, then those provisions shall be limited or eliminated to the minimum extent necessary to allow the remainder to retain its full force and effect. You agree to bring any and all claims within 12 months of the date on which such claim first arises; all claims not brought by you within such time period are waived. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

The Agreement constitutes the sole and entire agreement between you and CuoreHub with respect to the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Application.

YOU AGREE TO THIS AGREEMENT ELECTRONICALLY. YOU AUTHORIZE US TO PROVIDE YOU ANY INFORMATION AND NOTICES REGARDING THE SOFTWARE ("NOTICES") IN ELECTRONIC FORM. WE MAY PROVIDE NOTICES TO YOU (1) VIA E-MAIL IF YOU HAVE PROVIDED US WITH A VALID EMAIL ADDRESS OR (2) ON THIS PAGE OR A SIMILAR PAGE OF THE SITE; OR (3) VIA THE APPLICATION. The delivery of any notice is effective when sent or posted, regardless of whether you read the notice or actually receive the delivery. It is your responsibility to check this agreement periodically for changes. Your continued use of or access to the Application following the posting of any changes to this Agreement constitutes acceptance of those changes. You can withdraw your consent to receive notices electronically by discontinuing your use of the Application.