

**TERMS OF SERVICE**  
**Clouve Inc.**

Last Updated on November 6, 2021

THESE TERMS OF SERVICE (THIS “**AGREEMENT**”) ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU (“**YOU**”, “**YOUR**”, OR “**USER**”) AND CLOUVE INC. (“**WE**”, “**US**”, “**CLOUVE**” OR “**COMPANY**”), THE OWNER AND OPERATOR OF THE COMPANY’S WEBSITE AND RELATED MOBILE APP (COLLECTIVELY, THE “**PLATFORM**”). THIS AGREEMENT STATES THE TERMS OF SERVICE THAT GOVERN YOUR USE OF THE PLATFORM AND ANY SERVICES PROVIDED ON OR THROUGH THIS PLATFORM (“**SERVICE**”). BY ACCESSING AND USING THE PLATFORM OR SERVICE, YOU ARE INDICATING THAT YOU ACCEPT AND AGREE TO COMPLY WITH THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE NOT PERMITTED, AND YOU MUST NOT, ACCESS OR USE THE PLATFORM OR SERVICE. YOUR USE OF THIS PLATFORM AND ANY CONTENT OR SERVICE PROVIDED ON OR THROUGH THIS PLATFORM IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**1. ELIGIBILITY; AUTHORIZATION**

You must be at least eighteen (18) years old to use the Platform. You represent and warrant to us that your registration and use of the Platform is in compliance with any and all applicable laws and regulations, and you will not use the Platform for any illegal purposes.

If you are using the Platform on behalf of a company, entity, or organization (collectively, a “**Subscribing Entity**”), you represent and warrant that: (a) you are an authorized representative of the Subscribing Entity, and that you have the authority to bind the Subscribing Entity to this Agreement; (b) you have read and understand this Agreement; and (c) you agree to this Agreement on behalf of the Subscribing Entity.

**2. ACCOUNT; ACCOUNT SECURITY**

**2.1. Account and Registration**

To access certain features, Services and Content available through this Platform, and to receive the IT Service as defined below, you may need to register for an account which will require you to provide, among other things, your name, email address, company/organization name and phone number and for you to create a unique username and password. When creating this account, you represent and warrant that all registration information is complete, true and accurate in all respects and that you will maintain and promptly update such information to keep it complete, true and accurate. We reserve the right to block, remove, or otherwise delete any User that provides false, inaccurate and/or incomplete information. An account registered for a company can have multiple authorized users (administrative and non-administrative users). You may cancel your account at any time by contacting and requesting termination from [info@Clouve.com](mailto:info@Clouve.com). We may terminate or suspend your account without notice or liability if you violate any provisions set forth in this Agreement or if any information you provide is incomplete, untrue or not accurate.

**2.2. Account Security**

You shall protect and maintain the confidentiality of your username and password and are solely and fully responsible for all activities that occur under your account, even if not authorized by you. You agree to (a) not let anyone else other than authorized users to access your account, (b) notify us immediately of any unauthorized use of your account or any other breach of security, and (c) ensure that you exit from your account at the end of each session. Clouve will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-login feature if you have it linked to your Clouve account.

In order to protect the integrity of the Services, Clouve reserves the right at any time in its sole discretion to block Users or Members from certain IP addresses from accessing the Platform.

### **3. USERS; MEMBERS; IT SERVICE**

Clouve provides cloud-based information technology infrastructure development and support solutions (“**IT Solutions**”) service, including but not limited to deployment of IT Solutions on Google Cloud Platform, Microsoft Azure or other cloud platform, IT Solution maintenance and support from us (the “**IT Service**”) via the Platform. “**Users**” refer to any person who visit our Platform and/or use any Service or Content provided on or through the Platform. “**Members**” or “**Subscribers**” refers to those Users who subscribe to any of IT Service and pay Subscription fees and costs for the IT Service. All Users can have access to some features and Content of our Platform, but only Members can receive IT Services from us. Members shall comply with the terms of this Agreement and will ensure that all its authorized agents comply with the terms of this Agreement.

### **4. SUBSCRIPTION; PAYMENT; AUTO-RENEW; CANCELLATION AND REFUND**

#### **4.1. Subscription**

You can subscribe to our monthly service program (“**Subscription**”) by placing order via your Account to purchase any available IT Services (such as deployment of WordPress Solution on a third party cloud provider) offered on the Platform and by paying the applicable monthly service fees listed in our website <https://www.clouve.com/> and any applicable costs of third party service providers.

#### **4.2. Payment**

All payments for service fees and/or third-party costs will be made through third-party payment processor providers such as PayPal (“**Payment Processors**”) . For the purpose of process of payment, Users shall register and create their valid accounts in PayPal or other Payment Processors and provide their valid credit, debit card or bank account information to such Payment Processors.

Users of the Platform will be liable for any taxes, handling fees or payment processing fees (if applicable) required to be paid for any purchase and Users authorize the Company or Payment Processors the Company engages to charge Users for any such taxes and fees. The Company reserves the right (but not the obligation) upon notice of any potential fraud, unauthorized charges

or other misuse of the Platform, to (i) place on hold any payment of fees or costs or other out of pocket expenses, or (ii) refund or provide credits, or arrange for PayPal or other Payment Processors to do so.

#### **4.3. Change to Service Fee**

We reserve the right to change our service fees in our sole and absolute discretion at any time with or without notice to you. If we do start to change our service fee, we may provide notice of such change in service fee on the Platform itself or via an email to you. Your continued use of the Platform after the change of any service fee becomes effective constitutes your agreement to pay the changed amount of service fee.

#### **4.4. Automatic Payment**

In order to effectuate the timely payment of the service fees and/or third-party costs when due, User hereby expressly authorizes and directs the Company to charge any amount due under any invoice that the Company issues to User through such third-party Payment Processors as provided in Section 4.2 above. The invoices issued will be automatically paid through the third-party Payment Processors for User who elects automatic payment. By authorizing the automatic payment, User expressly acknowledges and agrees that User will not receive any reminders prior to being charged for the invoices. If User decides to not continue with the automatic payment, User shall notify Provider in writing (by email to [info@Clouve.com](mailto:info@Clouve.com)). Users agree that the automatic payment is not terminated unless and until Users have received email verification from the Company confirming the termination of automatic payment.

#### **4.5. Auto-Renew and Cancellation**

Your purchased Subscription(s) auto-renew at the end of the Subscription term and will continue for the same Subscription term as the previous term unless you provided written notice to the Company as stated in this Section. You may not receive renewal reminders prior to being charged for such renewals. Renewal prices are subject to change. If you decide to not renew your Subscription, you must notify us in writing (by email to [info@Clouve.com](mailto:info@Clouve.com)) seven days in advance of the termination date of your Subscription term to cancel your Subscription and an auto-renewal of your Subscription term.

In the event that the Company is unable to process your payment (when applicable) of any fees for Subscription or renewal, we reserve the right to terminate your access to the Platform and our services without prior notice. You may cancel your Subscription at any time. When you cancel a Subscription, you will receive no refund for any unused fees for the current Subscription term, but you will not be required to pay any fees for any future Subscription term after our receipt of the cancellation notice. Should you object to any terms and conditions of this Agreement or any subsequent modifications or become dissatisfied with our Services in any way, you agree that your sole recourse is to immediately: (1) discontinue use of the Platform; (2) terminate Your Subscription; and (3) notify the Company of your termination of Subscription by email to [info@Clouve.com](mailto:info@Clouve.com).

#### **4.6. Refund Policy.**

All payments of service fees by Users are final, non-refundable, non-partially refundable and non-transferable.

## **5. PERSONAL INFORMATION/PRIVACY POLICY.**

You agree to provide accurate, current and complete information when and as required for accessing and/or using this Platform. The Company's Privacy Policy explains how your personally identifiable information is collected, used and disclosed. You agree to be bound by the terms of the Company's Privacy Policy which can be found at the following link <https://www.clouve.com/privacy/>. We respect your privacy and will use information provided by you only in accordance with this Agreement and the Privacy Policy.

## **6. CONTENT; USE OF CONTENT; RESTRICTIONS ON USE**

### **6.1. Content**

All information, content, text, words, images, logos, graphics, interfaces, icons, audio, video sounds, data compilations, software, downloads, and other material or content displayed on or made available through the Platform (collectively, "**Content**"), excluding User Content which Users hereby grant us a license to use as set forth in Section 7, is the property of the Company and protected by United States and international copyright and other laws.

### **6.2. License and Use of Content**

Subject to User's compliance with this Agreement and the Privacy Policy, the Company hereby grants Users a limited, personal, revocable, non-transferable, non-sublicensable, and non-exclusive license to access the Content (excluding User Content) for User's personal noncommercial use only. Subject to and conditioned on Members' timely payment of service fees and cost and compliance with all the terms and conditions set forth in this Agreement, the Service Agreement and the Privacy Policy, the Company hereby grants Member a limited, non-exclusive, non-sublicensable, non-transferable right to access and use the Content (excluding User Content) for Member's internal business use only, including any material provided to Members in connection with the IT Service, during the Term (as defined herein).

You may not copy, modify, reproduce, retransmit, publicly display or perform, distribute or otherwise use the Content except as expressly set forth in this Agreement. You may not remove any copyright or other proprietary notices from any Content. If you breach any term of this Agreement, your authorization to use the Platform and Content automatically terminates without notice to you. All rights not expressly granted to you in this Agreement are reserved and retained by the Company.

### **6.3. Restrictions on Use of Platform**

You hereby represent and warrant that you will not, and will not induce or encourage any third-party to: (a) attempt to disable or circumvent any security mechanisms used by the Platform or otherwise attempt to gain unauthorized access to any portion of the Platform or any other systems or networks connected to the Platform, or to any server of Company or its third-party service providers,

by hacking, password “mining,” or any other illegal or unlawful means; (b) use any “deep-link,” “page scrape,” “robot,” “spider,” or other automatic device, program, algorithm or methodology, or any comparable manual process, to access, acquire, copy or monitor any portion of the Platform or any Content; (c) use any device, software or routine to interrupt or interfere with, or attempt to interrupt or interfere with, the proper operation and working of the Platform or with any other person’s use of the Platform; (d) track or seek to trace any information on any other person who visits the Platform; use the Platform or Content for, or in connection with, any illegal purpose, to solicit, facilitate, encourage, condone, or induce any illegal activity, or as otherwise prohibited by this Agreement or applicable laws, rules or regulations; (e) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of any proprietary software used to provide or maintain the Platform or any Content or that is otherwise applicable to the Platform or any Content; (f) remove, obscure or alter any legal notices, including without limitation notices of intellectual property rights appearing in or on the Company’s proprietary information or any materials delivered to you by Company; (g) reproduce, distribute, display, modify or make derivative uses of the Company’s proprietary information or the Content, or any portion thereof (except for any Content for which you have been given written permission), except as expressly provided herein; (h) process data or content via the Platform on behalf of any third party other than Users of the Platform; or (i) store or transmit any content or data that infringes upon any third party’s intellectual property rights.

## **7. USER CONTENT**

The Platform offers you the opportunity to submit, upload, post and/or distribute profile information, electronic data, text, messages or other information or content (collectively the “**User Content**”) to, on or through the Platform in connection with your use of the Platform or the Service. By submitting User Content, you grant to Company an unrestricted, royalty-free, perpetual, irrevocable and fully sublicensable and transferable right to use, reproduce, upload, store, transmit, share, modify, adapt, publish, translate, create derivative works from, distribute, perform, exhibit and display such User Content throughout the world in any and all media and formats, whether now known or hereafter developed, for any purpose whatsoever, without compensation or acknowledgement of its source. You further agree that Company is free to use any ideas, concepts, or know-how that you or individuals acting on your behalf provide to Company without any monetary or other obligation to you. To the maximum extent permitted by law, you waive any and all “moral rights” you may have in User Content.

You hereby represent and warrant to Clouve that: (a) your User Content, and each and every part thereof, is an original work by you, or you have obtained all rights, licenses, consents and permissions necessary in order to use or to authorize Clouve to use your User Content pursuant to this Agreement; (b) your User Content and the availability thereof on the Platform does not and will not infringe or violate the rights of any third party, including, without limitation, any intellectual property rights, performers’ rights, rights of privacy or publicity, or rights in confidential information; and (c) your User Content does not and will not create any liability on the part of Clouve, its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders.

You hereby acknowledge and agree that Clouve (a) stores User Content at the direction, request and with the authorization of its Users, (b) acts merely as a passive conduit and/or host for the uploading, storage and distribution of such User Content, (c) plays no active role and gives no

assistance in the preparation and presentation of User Content, (d) cannot and does not review the User Content created or uploaded by its Users, and (e) does not undertake or assume any duty, to monitor the Platform for User Content that is inappropriate, that does or might infringe any third party rights, or that has otherwise been uploaded in breach of this Agreement or applicable law.

You hereby acknowledge and agree that Clouve cannot and does not review the Content created or uploaded by its users, and neither Clouve nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders has any obligation, and does not undertake or assume any duty, to monitor the Websites for Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Terms of Service or applicable law.

You agree not to post on or transmit to the Platform or otherwise provide to the Company, or use the Platform to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public, any User Content or other material that:

- is unlawful; libelous; harmful; threatening; abusive; harassing; defamatory; vulgar; obscene;
- sexually explicit; profane; hateful; racially, ethnically or otherwise objectionable in any manner;
- is false, misleading, or constitutes an unfair or deceptive trade practice;
- promotes the use of alcohol, tobacco, or any illegal substance;
- contains any content which you have not obtained the necessary rights and permissions to use accordingly;
- implies or states that any statements you make (whether on or off the Platform) are endorsed by the Platform, without the prior written consent of the Company;
- constitutes a breach of your contractual and/or fiduciary obligations or an invasion of privacy;
- contains any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation;
- infringes on any third-party patent, trademark, trade name, corporate name, trade secret, copyright, publicity, or other proprietary or property rights; or
- contains viruses, Trojan horses, worms or other code, scripts, routines, files or programs designed to alter, interrupt, impede, limit or destroy the performance and/or functioning of any software, hardware or other equipment.

You are solely responsible for your User Content that you upload, post or distribute to, on or through the Platform, and you agree to defend, indemnify and hold harmless Company and its owners, shareholders, officers, directors, employees, contractors, representatives, agents, successors and assigns from and against any losses, expenses, liabilities, claims, costs and damages ("**Claims**") arising from your User Content, including but not limited to, any Claim(s) arising out of breach of this Agreement or for infringement of any copyright, trademark, patent or other proprietary rights, right or privacy or publicity right. You agree that any User Content you provide does not contain any confidential, proprietary or trade secret information of any third-party. We have no obligation to

store, keep copies or return any User Content.

We reserve the right to take any action with respect to User Content that we deem necessary or appropriate in our sole discretion if we believe any User Content violates this Agreement, is inappropriate on the Platform, may create liability for Company, or may cause Company to lose (in whole or in part) the services of its internet service provider, advertisers, or other suppliers. Such action may include, but is not limited to, removing, deleting, modifying or altering User Content, suspending or terminating your access to the Platform, either with or without notice to you.

## **8. INTELLECTUAL PROPERTY**

You hereby acknowledge and agree that the Company or its licensors own, control or possess all legal right, title and interest in and to the Platform and all Content (except as otherwise stated herein regarding User Content), including but not limited to any copyrights, trademark rights, patent rights, moral rights, and other intellectual property and/or proprietary rights therein, whether such rights are registered or unregistered, and wherever in the world those rights may exist. your use of the Platform and access to the Content does not grant or otherwise confer to you ownership of any kind in the Platform or any Content that you may access on or through this Platform. Unauthorized use is strictly prohibited.

## **9. DIGITAL MILLENNIUM COPYRIGHT ACT**

If you believe that any Content or other material available by means of or through the Platform infringes one or more of your copyrights, or that your intellectual property rights have otherwise been violated, you must notify us by providing a written email notice to [info@clouve.com](mailto:info@clouve.com) ("**Notice**"). Additionally, you must provide us with the following information in the Notice: (a) a description of the copyrighted work that you claim has been infringed; (b) a description of the material on the Platform that you claim is infringing, with enough detail so that we may locate it; (c) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (d) a statement by you declaring under penalty of perjury that (i) the above information in your Notice is accurate, and (ii) that you are the owner or licensee of the copyright interest involved or that you are authorized to act on behalf of that owner; (e) your address, telephone number, and email address; and (f) the physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest. Company will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act ("DMCA") (including without limitation the counter-notice and put-back procedures). If an infringement Notice is valid, we will take reasonable steps to comply with the DMCA and resolve the issues detailed in any Notice.

## **10. RELIANCE ON INFORMATION POSTED**

This Platform may include content provided by Users or other third-parties. All statements and/or opinions expressed in or by such content, including all posts and responses to questions or requests and other material, other than the Content provided by the Company, are solely the opinions and the responsibility of the party providing such content or material. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third-party, for the content or accuracy of any materials provided by any third parties.

## **11. THIRD-PARTY PLATFORMS**

The Platform may provide links to Third-Party Platforms, including but not limited to Payment Processors, third-party service providers, or social media platforms (e.g. Twitter, Facebook or Instagram) or advertisement links. We provide such links as a convenience to you or for payment for any services. We do not review, approve, endorse or make any representations about such Third-Party Platforms, the companies or persons who own and/or operate them, or any information, content, software or other products and services made available through such Third-Party Platforms, or any results that may be obtained from using them. If you decide to access any such Third-Party Platforms linked to the Platform, you are solely responsible for your activities conducted in connection with such Third-Party Platforms. Your use of Third-Party Platforms is subject to the terms of service and privacy policies located on the Third-Party Platforms which may be different from this Agreement or our Privacy Policy and, therefore, we recommend that you review such Third-Party Platform privacy policies. Your interactions with other Users of the Third-Party Platforms are solely between you and the other Users. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such dealings or with respect to any third party's use or disclosure of personally identifiable information supplied to such third party by you. You further acknowledge and agree that we are not responsible if any third-party website or company removes Content, reviews, or information from the Internet.

## **12. INTERNATIONAL USE; EXPORT CONTROLS**

The Platform is offered by Clouve from its facilities in the United States of America. Clouve makes no representations that the Platform is appropriate or available for use in other locations. Users who access or use the Platform from other jurisdictions do so at their own volition and are responsible for compliance with local laws. Software available in connection with the Platform and the transmission of applicable data, if any, is subject to United States export control laws. No software may be downloaded from the Platform or otherwise exported or re-exported in violation of the export control laws of the United States.

## **13. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION**

### **13.1. Disclaimer of Warranties**

The Company cannot and does not represent or warrant that the Platform, its server or any service will be error-free, uninterrupted, free from unauthorized access (including third-party hackers or denial of service attacks), or otherwise meet your requirements. The Platform will occasionally experience outages, during which you and other Users will not be able to login, view or operate our Platform. We do not represent or warrant that the Platform and all Content is free of viruses or other harmful components and expressly disclaim and shall not be liable for damages of any kind arising from the use or unavailability of the Platform, including any viruses or other harmful components or content that may reside on or emanate from the Platform or your use or access of the Platform.

THE PLATFORM, CONTENT AND SERVICES ARE FURNISHED TO YOU "AS IS" AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS, STATUTORY OR OTHERWISE, OF ANY KIND. THE COMPANY, ON BEHALF OF ITSELF AND ITS AFFILIATES, LICENSORS, SUPPLIERS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE OWNERS, SHAREHOLDERS,



OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE “**COMPANY RELEASED PARTIES**”): (A) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE ; AND (B) DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR PLATFORM ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE TIMELY, UNINTERRUPTED, SECURE OR STABLE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. YOUR USE OF THE PLATFORM OR SERVICE IS ENTIRELY AT YOUR OWN DISCRETION AND RISK AND YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM, CONTENT OR SERVICE.

ADDITIONALLY, WE EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS THAT USERS MAY NEED TO USE IN CONJUNCTION WITH THE SERVICE OR PLATFORM. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS ARE STRICTLY BETWEEN USERS AND THE APPLICABLE THIRD-PARTY PROVIDER. USERS UNDERSTAND AND ACKNOWLEDGE THAT COMPANY WILL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO (A) THE LOSS, ALTERATION, OR DESTRUCTION OF CUSTOMER DATA IN CONNECTION WITH THE SERVICE; (B) ANY CLAIMS OR LOSSES OF ANY KIND RELATED TO THE MISUSE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE ACTIVITIES OF THIRD PARTIES OR DUE TO USER’S FAILURE TO MAINTAIN THE CONFIDENTIALITY AND SECURITY OF THE SERVICE; OR (C) ANY CLAIMS OR LOSSES DUE TO IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICE, INCLUDING BUT NOT LIMITED TO PLANNED OR UNPLANNED DOWNTIME OR ANY UNAVAILABILITY DUE TO A FORCE MAJEURE EVENT.

### **13.2. Limitation of Liability; Release.**

IN NO EVENT SHALL ANY COMPANY RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, DATA, GOODWILL, BUSINESS, DIMINUTION IN VALUE, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, OR INTERRUPTION OR DELAY IN SERVICE), WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT, EVEN IF A COMPANY RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT SHALL COMPANY RELEASED PARTIES BE LIABLE FOR ANY LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, BREACH OF DATA OR SYSTEM SECURITY, OR MISTAKES, DEFAMATION, SLANDER, LIBEL, OMISSIONS, FALSEHOODS, OBSCENITY, PORNOGRAPHY OR PROFANITY IN ANY CONTENT, NOR SHALL COMPANY RELEASED PARTIES BE LIABLE FOR ANY STATEMENTS, REPRESENTATIONS OR ANY OTHER INFORMATION OR CONTENT PROVIDED BY ITS USERS, WHETHER OR NOT PART OF THE PLATFORM.

NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT ANY COMPANY RELEASED PARTIES’S LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH COMPANY RELEASED PARTIES’S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

To the maximum extent permitted under applicable law, the Company Released Parties' maximum collective aggregate liability under this agreement shall not exceed the greater of \$500.00 or the total amount paid by the User to the Company in the 6 (six) months immediately preceding the event giving rise to such liability, whether arising under or related to a claim of breach of contract, tort, warranty, negligence or as a result of any breach of this Agreement or the use or inability to use the Service, even if the Company Released Parties have been advised of the possibility of such damages and notwithstanding the failure of any agreed or other remedy of its essential purpose.

Any claim related to this Agreement or the service and site must be brought within one year of the date in which the claim first could be filed. If it is not, then that claim is permanently barred.

### **13.3. Indemnification**

You hereby agree to defend, indemnify, and hold the Company Released Parties (as defined above) harmless from and against any and all losses, liabilities, damages, and/or claims (including, without limitation, attorney's fees and costs) arising from:

- (i) your use or inability to use of the Platform or Service;
- (ii) any claims, including but not limited to intellectual property infringement, arising out of any User Content or activities of Users with respect thereof;
- (iii) a breach of this Agreement by you, your employees or agents;
- (iii) a breach of any applicable law by you, your employees or agents;
- and
- (iv) any action against the Company by a third-party as a consequence of any of the above.

### **14. TERM; TERMINATION**

This Agreement will remain in effect while you use the Platform and/or Service until terminated by either User or the Company as set out below ("**Term**")

You can terminate your membership or Subscription at any time by contacting us at [info@Clouve.com](mailto:info@Clouve.com). If you terminate or cancel your membership and/or or Subscription, to help Clouve analyze and improve the Service, you may be asked to provide a reason for your termination/cancellation. Clouve may terminate your membership and/or subscription for any reason by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to Clouve.

If you fail to strictly comply with this Agreement, the Company reserves the right, in its sole discretion, without any notice or liability to you, to (a) terminate your license to use the Platform and access Content; (b) block or prevent your future access to and use of all or any portion of the Platform and any Content; and (c) change, suspend or discontinue any aspect of the Platform, the Content or your User account. In addition, your license shall terminate immediately, without notice, if you fail to strictly comply with this Agreement. Upon any termination of your license, you will

discontinue use of the Platform and any Content and the Company's proprietary information and, if applicable, delete all copies of the Company's proprietary information from your browser, web servers, servers and any other location where Company's proprietary information has been saved. Upon termination of your license, you will no longer have access to the Platform or any of the Content contained thereon.

Sections 6, 7, 8,9,10, 13, 14 and 15 shall survive the termination or expiration of this Agreement.

## **15. MODIFICATIONS TO SERVICE**

Clouve reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Platform or Service at any time.

## **16. CHOICE OF LAW; DISPUTE RESOLUTION; CLASS ACTION WAIVER**

### **16.1. Choice of Law**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of California without regards to its conflicts of laws principles.

### **16.2. Dispute Resolution/Acknowledgment of, and Agreement to, Arbitration**

Disputes between you and the Company are subject to this Article 16. To help facilitate expedient and cost-effective dispute resolution, you and the Company agree to first attempt to negotiate any Dispute informally for at least 30 business days from your written notice of the Dispute before initiating arbitration as stated herein.

Except as prohibited by law, any dispute, controversy, or claim regarding the enforcement or interpretation of this Agreement, your use of the Platform or Services, or your relationship with the Company (Each a "**Dispute**"), will be resolved through binding arbitration under the Comprehensive Arbitration Rules and Procedures of JAMS or pursuant to the JAMS Streamlined Arbitration Rules and Procedures in County of Alameda, California. THE PARTIES UNDERSTAND THAT BY AGREEING TO ARBITRATE DISPUTES THEY ARE WAIVING ANY RIGHT THEY MIGHT OTHERWISE HAVE TO A JURY TRIAL. This arbitration provision is not intended to modify or limit the right of the parties to seek equitable relief, such as an injunction or attachment, through judicial process, which will not be deemed a waiver of the right to demand and obtain arbitration. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY COURT OR JAMS TRIBUNAL IN ALAMEDA COUNTY TO RESOLVE ANY DISPUTE OR CONTROVERSY ARISING FROM OR RELATING TO THIS AGREEMENT.

### **16.3. Class Action Waiver**

Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Neither you nor the Company has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim.

## **17. GENERAL TERMS**

### **17.1. Amendment; Modification**

The Company may add to, change or remove any part of the Platform or Service, including, without limitation, any Content, at any time without prior notice to you. We also reserve the right to modify or otherwise amend this Agreement at any time. When we make changes to the Agreement, we will revise the "Last updated" date at the top of the Agreement, and we will notify you of the changes by prominently posting a notice of such changes on the Platform and/or by sending you an email. We encourage you to review this Agreement whenever you visit the Platform. By continuing to access and use the Platform after any such changes have been posted, you are indicating your acceptance of such changes, even if you have not reviewed the changes.

### **17.2. Electronic Communications**

Whenever you visit our Platform or send emails to the Company, you are communicating with Company electronically. For that reason, you also consent to receive communications from the Company electronically. We will communicate with you by email (if you have provided your email address to Company), by posting notices on our Platform or by such other means as we may determine from time-to-time. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing to the extent permitted by applicable law.

### **17.3. Waiver**

The Company's failure to exercise, partially exercise or delay in exercising any right or remedy under this Agreement shall not operate as a waiver or estoppel of any right, remedy or condition.

### **17.4. Severability**

If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

### **17.5. Entire Agreement**

This Agreement and the Service Agreement between you and the Company, as may be amended from time to time, and any other terms or privacy policies referenced herein, is the entire agreement between you and the Company and supersedes any prior agreement or understanding regarding anything connected to that subject matter.

### **17.6. Assignment**

You may not assign or otherwise transfer your rights, or delegate your performance, under this Agreement to a third-party without Company's prior written consent. Any unauthorized transfer shall be void. Company may assign or transfer its rights or delegate any performance under this Agreement to any third-party in its sole discretion.

### **17.7. Attorney Fees**

In the event that the Company is successful in whole or in part in any arbitration, action or

proceeding related to or arising from this Agreement, you shall be responsible for the Company's attorneys' fees and costs.

**17.8. Comments and Concerns**

The Platform is operated by the Company. Any feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to: [info@Clouve.com](mailto:info@Clouve.com), and any questions regarding billing should be directed to: [info@Clouve.com](mailto:info@Clouve.com).