

**PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR WEBSITE AND SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.**

Welcome! These are the *Incued Terms of Use* (or "*Terms*") between you (referred to below as "*you*," "*your*," "*user*," or "*member*") and Incued, Inc. (referred to below as "*Incued*," "*we*," "*us*," and "*our*"). These Terms apply to your use of the Products and Services (described in the Incued Membership Agreement), and when you visit the Incued website.

These Terms consist of three parts:

- The *Website Terms of Use* applicable to incued.com for U.S. users, which can be found below.
- The *Incued Service Agreement* which governs the use of the products and services at Incued, can be found below.
- The *Privacy Statement* which governs Incued privacy rights, which can be found at [incued.com/privacy-statement](http://incued.com/privacy-statement).

You agree to the terms in these documents when you sign in, activate an account, or use the Products and Services, visit any Incued website, or take any other action indicating your agreement. If you do not agree with these Terms, please do not register for the Products and Services, and/or refrain from using any Incued website. These Terms of Use (the "Terms") are a binding contract between you and Project Incued, Inc. ("Incued," "we" and "us"). You must agree to and accept all the Terms, or you don't have the right to use the Services. Your using the Products and Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Products and Services.

There may be additional terms that apply in some cases. For example, if are using the Products and Services and you make a purchase you may be asked to agree to payment terms, or if you choose to use a feature offered by a third party, you may be asked to agree to terms required by the third party. You will generally be notified and asked to agree to these additional terms at the time of the transaction.

In the event and to the extent that Incued is a Processor of Personal Data (as defined in the Addendum) that is subject to certain Data Protection Laws (as defined in the Addendum), the Terms hereby incorporate the [EU Data Processing Addendum](#) located at (the "Addendum"). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at [support@incued.com](mailto:support@incued.com). These Terms include the provisions in this document, as well as those in the Privacy Policy.

## **I. Website Terms of Use**

These *Website Terms of Use* (or "*Website Terms*"), together with the Incued Privacy Statement and any Incued Service Agreement, and to the extent you agree, govern your use of our site(s). We may change these Website Terms from time to time. You accept these Website Terms when

accessing any Incued site or affiliated site, or when you use any apps or mobile services (collectively the "**Site**"). If you do not agree with these Website Terms you may not use the Site. We reserve the right, in our sole discretion, to change, modify, or otherwise alter these Website Terms at any time by posting the new Website Terms. Your continued use of the Site means you accept the new Website Terms.

**License and Site Access.** Subject to the terms of the Website Terms, we grant you a limited license to access and make personal use of the Site. No other rights are granted. Your right to use any applications on or through the Site ("apps") may be subject to a separate license agreement including without limitation the Incued Service Agreement. You may not download (other than page caching), copy, or modify any portion of the Site unless we give consent in writing. The following things are all prohibited: (a) resale or transfer or commercial use of the Site or its contents, (b) any derivative use of this Site or its contents, or (c) any use of data mining, scraping, robots or similar data gathering and extraction tools or processes. You agree not to store, distribute, transmit, display, reproduce, modify, create derivative works from, or sell or otherwise exploit, any of the content on this Site for any commercial purpose. By using the Site, you warrant that you will not use the Site, or any of the content obtained from the Site, for any unlawful or prohibited purpose. We do not grant any license or other authorization to any trademarks, service marks, copyrightable material, or other intellectual property, whether or not registered or identified as such. You may not remove or modify any copyright or proprietary notices. If you violate any of these Website Terms, your permission to use the Site automatically terminates.

**Electronic Communications.** When you visit the Site, send us an email, provide feedback, or use any Product or Service, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that communication is in writing.

**Conduct.** You agree that you will not do any of the following:

- Restrict or inhibit any other user from using and enjoying the Site.
- Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation content that promotes or would result in criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations. You will not post or transmit any content (whether to the Site or in a Product or Service) that would impersonate someone else or falsely represent your identity or qualifications, or that would cause a breach of any individual's privacy.
- Post or transmit (whether to the Site or in a Product or Service) any advertisements, solicitations, chain letters, investment opportunities, other schemes, or any unsolicited commercial communication. You agree not to engage in spamming or flooding.

- Post or transmit (whether to the Site or in a Product or Service) any information or software which contains a virus, Trojan horse, worm or other harmful component.
- Post, publish, transmit, reproduce, distribute, or in any way exploit (a) any information, software or other material obtained through the Site for commercial purposes, or (b) any information, software, or other material which is protected by copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder.

**Site Monitoring.** We have no obligation to monitor the Site. However, you acknowledge and agree that we have the right to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation, or other governmental request; to operate the Site or Services properly; or to protect us or our subscribers. We reserve the right to refuse to post or to remove any information or materials, in whole or in part, that, in our sole discretion are unacceptable, undesirable, inappropriate, or in violation of these Website Terms.

**Blogs.** To the extent that the Site maintains or allows the use of a blog, all content provided on any blog is for informational purposes only. Neither we, nor any owner of such blog makes any representations as to the accuracy or completeness of any information on this site or found by following any link on this site. Neither we, nor any owner, will be liable for any errors or omissions in this information nor for the availability of this information. Neither we, nor any owner, will be liable for any losses, injuries, or damages from the display or use of this information. These terms and conditions of use are subject to change at any time and without notice.

**Feedback.** We may provide you with a mechanism to provide *Feedback*, as defined in the Incued Membership Agreement, in connection with the Site. You agree that we may, in our sole discretion, use the Feedback you provide in any way, including in future modifications of the Site, multimedia works, advertising and promotional materials, or development of Products and Services. You agree not to submit any Feedback that you do not have rights in, such as copyrighted material belonging to a third a party. You hereby grant us a perpetual, worldwide, fully transferable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback and any derivations in any manner and for any purpose, and you hereby waive all of your moral rights in your Feedback in favor of us, our Suppliers, and our affiliates.

**Third-Party Products and Services.** In connection with your use of the Site, you may be made aware of Products, Services, or other offers and promotions from third parties. You are responsible for reviewing and understanding the terms and conditions governing any such third-party offerings. You agree that the third party, and not Incued, shall be solely responsible for all such Products, Services, offers, and promotions. Additional terms regarding Third-Party Products and Services are contained in the Incued Membership Agreement, below.

**Community Forums.** We may include a community forum or other social features to permit members to share Content (as defined in the Incued Membership Agreement) and information.

We do not monitor and are not responsible for the content in these community forums. Please use respect when you interact with other users. Additional terms may apply.

**Disclaimer of Warranties.** YOUR USE OF THE SITE, INCLUDING ANY PRODUCTS AND SERVICES, AND CONTENT CONTAINED THEREIN, IS ENTIRELY AT YOUR OWN RISK. THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, LICENSORS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS, AND SUPPLIERS DISCLAIM ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SITE AND RELATED MATERIALS INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR QUALITY OF ANY CONTENT ON THE SITE, REGARDLESS OF WHO ORIGINATES THAT CONTENT. WE DO NOT WARRANT THAT THE SITE IS SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION OR THAT THE SITE WILL MEET YOUR REQUIREMENTS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON ANY SITE CONTENT. WE ARE NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY CONTENT POSTED ON OR LINKED FROM THE SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS IN CONTENT, OR FOR ANY LOSSES OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR RELIANCE ON ANY CONTENT.

**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES RELATING TO TELECOMMUNICATION FAILURES OR LOSS, CORRUPTION, FAILURE OF SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF WE OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF INCUED AND ITS SUPPLIERS FOR ANY AND ALL CLAIMS ARISING HEREUNDER SHALL BE THE AMOUNT YOU PAID TO INCUED FOR PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INCUED AND YOU. INCUED WOULD NOT HAVE PROVIDED THE SERVICE WITHOUT SUCH LIMITATIONS.

**Termination and Amendment.** Your privilege to use or access the Site, as well as any Products and Services, may be terminated immediately and without notice if you fail to comply with any term or condition of the Website Terms. Upon such termination, you must immediately cease accessing or using the Site and agree not to re-register or otherwise make use of the Site.

Furthermore, you acknowledge that we reserve the right to take action — technical, legal or otherwise — to block, nullify, or deny your ability to access the Site. You understand that we may exercise this right in our sole discretion.

We reserve the right, in our sole discretion, at any time and from time to time to change, modify, or discontinue, either temporarily or permanently, the Site (or any part thereof). We shall not be liable to you or other third parties for any such modification, suspension or discontinuance except as expressly provided herein.

**You agree to defend, indemnify and hold us and our affiliates and Suppliers harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site or the placement or transmission of any message, information, software, or other materials through the Site by you or users of your account, or related to any violation of these Website Terms by you or users of your account.**

**COPPA Compliance.** In compliance with the Children's Online Privacy Protection Act ("COPPA") the Company does not knowingly allow access to the Site, Service or Content to persons under age 13. If you are under the age of 13, you are not authorized to post any personal information about yourself to the Site or provide any personal information about yourself to Company. If we learn that we have collected personal information from a child under age 13, we will delete that information as quickly as possible. If you believe that the Company might have any information from a child under age 13, please contact us at the address set forth herein.

**Miscellaneous.** These Website Terms are a complete statement of the agreement between you and us and our Suppliers and set forth the entire liability of us and our Suppliers and your exclusive remedy with respect to your access and use of the Site. In the event of a conflict between these Website Terms of Service and the Privacy Statement, the Privacy Statement shall prevail as to matters specifically stated therein. Our Suppliers, agents, distributors, dealers, and employees are not authorized to make any representations, commitments, or warranties different from stated here. If any provision of these Website Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and the remaining provisions will continue in full force and effect. For users other than Canada residents, the Website Terms will be governed by Illinois law as applied to agreements entered into and to be performed entirely within Illinois, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction, and applicable federal law. The section below in the Membership Agreement entitled "Governing Law; Dispute Resolution", shall apply to any dispute whether in contract, tort, or otherwise arising from or in any way related to the Website Terms, regardless of membership status. These Website Terms do not limit any rights that we may have under trade secret, copyright, patent or other laws.

## II Incued Service Agreement Terms

These Incued Service Agreement terms (“Terms”), together with the Incued Privacy Statement, Website Terms ([incued.com/privacy-statement](https://incued.com/privacy-statement)) applies to your use of **Products** and **Services**. The term "**Product**" includes any **Incued** branded materials and apps that we offer, as well as any related Products such as third-party apps and products that we make available to members. The term "**Services**" includes consulting, or other in-person services provided by **Incued** from time to time. You accept this Incued Service Agreement when accessing any *Products and Services*. If you do not agree with the Incued Service Agreement you may not use the Products and Services.

**The Membership Term.** The “**Term**” is the amount of time for which you have full rights to use the Products and Services. The Term is generally either [*one (1) or two (2) years*], depending on your choice at the time of purchase, but we may sometimes offer trial memberships of shorter duration. The Term begins at Product activation. At the end of the Term some features and functionality of our Products and Services will no longer be available to you.

### Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Incued.com website, by sending you an email, and/or by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

### Accounts.

You may be required to create an account and specify a password in order to use certain services or features on the Products and Services whether on this Site or any app or any other Site hosted on a third party’s website or app. You may be required to sign up for an account and either provide your applicable third-party account credentials (such as your Outlook or Google account credentials). To create an account, you must be at least 18 years old, and you must provide truthful and accurate information about yourself. Don’t try to impersonate anyone else when you create or use your account. Each account is personal to one person and shall not be shared or used by any other person. If your information changes at any time, please update your account to reflect those changes.

In some cases, an account may be assigned to you by an administrator, such as your employer or a third party authorized by us, which may include, by way of example, an investor, venture capital fund, private equity fund, family office or strategic partner. If you are using or logging into an account assigned to you by an administrator, additional terms may apply to your use of the Sites. Moreover, your administrator may be able to access or disable your account without

our involvement. We provide access to the Product and Services through online software accessed through a web browser. To facilitate such access, we will provide one or more Seat Licenses per calendar year based on Member's request, together with any user passwords and other access credentials necessary to allow the Member to access the Products or Services. Subject to availability, Member may obtain additional Seat Licenses during a calendar year by requesting such licenses from Incued and paying an additional fee per license, in effect at the time, pro-rated as appropriate.

You may not share your account with anyone else. Please keep your password confidential and try not to use it on other websites. If you believe that your account has been compromised at any time, please notify your system administrator.

From time to time, in order to further protect data, Incued will implement certain security features, such as two-factor identification, verifying emails and functionally requiring cookies. Your cooperation with this program is a condition to using the Products.

**Your Right to Use Products and Services.** Your *Membership* in Incued gives you the right to use Products and Services as provided to you by us or by the Administrator. The exact combination of Products and Services that you may use will depend upon which Membership plan and platform you choose. Some plans or platforms may offer different functionality than other plans or platforms.

You acknowledge that the Products and Services are licensed and not sold. So long as you comply with the terms of this Service Agreement Terms and any other applicable terms and conditions, you are granted a personal, limited, nonexclusive, nontransferable, revocable license to use the Products and Services during the Membership Term.

**When you use the Products or Services you agree to:**

- Provide true, accurate, current, and complete information about yourself as prompted by the registration form. You must maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and refuse access to the Products or Services.
- Create, manage, and keep your Incued log-in *Credentials* (username and password) secure. You must follow any password security guidelines that we establish. You agree that you are solely responsible for keeping your Incued Credentials safe and secure, and preventing unauthorized access to your Credentials and your Incued account. It is assumed that any communications received through use of your Incued Credentials were sent or authorized by you. If your Credentials are compromised for any reason, you must change your password. In addition, you must notify us if you become aware of any unauthorized access to your account. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR THE SECURITY OF YOUR CREDENTIALS.
- Create, manage, and keep your third-party log-in *Credentials* (username and password) secure. In the case of Third-Party Products and Services as defined below, you must comply with all Credentials requirements set by such third parties, and any password you

use with such third parties should be different from your Incued password. You agree that you are solely responsible for keeping your third-party Credentials safe and secure, and preventing unauthorized access to your account. We cannot assist you with Credentials support for Third-Party Products and Services; you must contact the relevant third parties directly. We and our Suppliers may deny access to the Products or Services (or any part thereof) if we believe that any loss, theft, or unauthorized use of Credentials has occurred. YOU AGREE THAT OUR SUPPLIERS ARE NOT RESPONSIBLE FOR THE SECURITY OF YOUR THIRD-PARTY CREDENTIALS.

- Keep backup copies of all of your *User Submission*. "*User Submission*" means (a) any data or information that you enter or store in connection with a Product, (b) any data or information that you upload to, download from, send or receive, or enter in connection with a Service, or (c) any data or information that is obtained from these things (such as calculations, reports, and files that you create using our software). In some cases, we or our Suppliers may provide data storage or processing capabilities. NEVERTHELESS, YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS ARE RESPONSIBLE FOR ANY LOSS OF USER SUBMISSION THAT COULD HAVE BEEN AVOIDED IF YOU HAD MAINTAINED FULL BACKUP COPIES OF ALL USER SUBMISSION AT ALL TIMES.
- Prevent unauthorized access to your account(s). You must contact us immediately if you become aware that a third party has accessed any account that you maintain using a Product or Service. NEITHER WE NOR OUR SUPPLIERS ARE RESPONSIBLE FOR UNAUTHORIZED ACCESS THAT OCCURS AS A RESULT OF FAILURE TO SAFEGUARD YOUR CREDENTIALS OR FOLLOW ANY OTHER REQUIREMENTS IN THIS AGREEMENT.
- Accept updates and permit the Products and Services to communicate with us and our Suppliers. The Products and Services may be periodically updated or changed for a variety of reasons (including security). Many of these updates will be invisible to you, but some may require some action on your part. Updates may add, remove, or alter Product and Service functionality or features, support for third-party platforms, or operating systems. You agree to receive these updates and take any actions that are required to continue to use the Products and Services.
- Allow us or our Suppliers to store and process your User Submission. In order to provide full Product and Service functionality, we must have access to the User Submission that you store or process using a Product or Service. Anything you upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submission is viewable by other users. In order to display your User Submissions on the Services, and to allow other users to leverage them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally identifiable information. For all User Submissions, you hereby grant Incued a license to translate, modify (for technical purposes, for example making sure your User Submission is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate



the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

- If you store a User Submission in your own personal Incued account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant Incued the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so. If you share a User Submission only in a manner that only certain specified users can view (for example, by sharing contact or calendar information with one or more other users)(a “**Limited Audience User Submission**”), then you grant Incued the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.
- You agree that the licenses you grant are royalty-free, perpetual, irrevocable, and worldwide. If you as an individual user terminate your Incued account, your User Submissions will remain visible to any organization which you are within. If an entire organization’s Incued account is terminated, User Submission data associated with such organization will be deleted after such account is terminated, but we will give the organization thirty (30) days prior notice, during which time it may request a copy of such data. However, you understand and agree that it may not be possible to completely delete that content from Incued’s records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.
- Finally, you understand and agree that Incued, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connected networks, devices, services, or media, and the foregoing licenses include the rights to do so

**Things You May Not Do. You agree that you will not do any of the following:**

- Use, nor permit any third party to use, the Product or Services in a manner that violates any law, regulation, this Incued Service Agreement Terms, or any other applicable terms and conditions. You will not remove or modify any copyright or proprietary notices.
- Give, sell, loan, or distribute the Products or Services to any third party, or attempt to transfer your license to any other party. You will not attempt or help anybody else to gain unauthorized access to the Products and Services or related systems.
- Reproduce, duplicate, modify, copy, deconstruct, disassemble, decompile, reverse engineer, or prepare derivative works based on the Products or Services. You may make a reasonable number of backup copies. You may not develop software or apps to interface with the Products and Services without contacting us first.

- Permit any third party to benefit from the use or functionality of the Products or Services via a rental, lease, timesharing, service bureau, hosting service, or other arrangement, or offer them on any file-sharing or application hosting service.
- Violate any law or regulation, including any applicable export control laws.
- Attempt, in any manner, to obtain the password, account, or other security information from any other user.

**You Are Responsible for Your User Submission.** Neither we nor our Suppliers assume any responsibility or liability for any aspect of your User Submission. You agree that you will not upload, process, run, share, or link to any of the following:

- User Submission that is harmful, illegal, fraudulent, inappropriate, obscene, harassing, defamatory, threatening Jeopardizes the security of your Incued account or anyone else's (such as allowing someone else to log in to the Services as you) or objectionable, or that creates criminal or civil liability under any law.
- A virus, Trojan horse, worm, or other disruptive or harmful software or data. You are responsible for periodically checking your User Submission and other data (including any User Submission or data that have been uploaded, downloaded, sent to, or received from Third-Party Products and Services) for such items.
- Any information, software, User Submission or intellectual property which is not legally yours without permission from the copyright owner or intellectual property rights owner.
- any Mail list, Listserv, any form of autoresponder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Service's infrastructure).
- "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or User Submission (through use of manual or automated means).

**Incued Has Certain Rights, Including the Right to Make Changes.** The Products and Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the limited license described in this Agreement. We and our Suppliers reserve all other rights not specifically granted to you. This includes all ownership and license rights relating to a Product or Service.

We reserve the right to change this Agreement at any time, and the changes will be effective when posted on our website or when we notify you by other means. Your continued use of a Product or Service following notice indicates your agreement to the changes.

**We May Communicate with You.** You agree that we may use information obtained in connection with the Products and Services to communicate with you. If you provide a mobile number, we may communicate by voice or text messages to that number, and you are responsible for all charges incurred. You grant us and our Suppliers permission to use information about you

and your experience to help us to provide the Products and Services, or to enhance the Products and Services.

There may be times that we contact you to promote other services, products, or promotions offered by us or a Supplier. All such communications will comply with the Incued Privacy Statement and with applicable law. You will be given a chance to opt out of promotional communications from us.

Even if you opt out of promotional communications you will still receive required information about your account (such as transaction or account status information), communication you explicitly or implicitly opted to receive in the course of using the Product or Service (such as data based notifications or alerts sent via email or mobile devices), or other non-promotional communications delivered via email or in the Products (such as notifications of critical updates or usage reminders or help content).

In some cases, we are required by law to send you certain communications. You agree that we may use any method that we consider reasonable to send you these communications. If legally permitted, we may send such communications by email, via Product- or Service-wide message, or by posting on our website.

**Feedback and Your Communications to Us.** You may be able to contact us to provide feedback, suggestions, ideas, or opinions (collectively "*Feedback*"). You agree that if you submit Feedback or other ideas of any type, Incued may use them in any way, without compensating you, including in future modifications of Products and Services, in other Products or Services, in advertising or marketing materials, or in any other way we choose. You grant us a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty free license to use these items in any way and without prior approval, and you hereby waive all of your moral rights in your Feedback in favor of us, our Suppliers, and our affiliates.

**We Do Not Provide Professional Advice.** We never give legal, financial, accounting, tax, investment, healthcare, real estate, or other professional services or advice. In some cases, we or a Supplier may make available prefilled forms or documents or other information as part of a Product or Service. These may include items such as IRS schedules, legal form agreements or other documents, real estate information (such as pricing), and financial market information. You agree that these things are provided solely as a convenience and for informational purposes. Regardless of how these items are described at the time they are offered, you agree to seek the services of a competent professional when you need this type of help, and you will not rely on these items in any material transaction or decision.

**Third-Party Products and Services.** Some Products and Services have functionality that is provided by third parties (including our Suppliers in some cases). In some cases, Products and Services are provided by third parties entirely. All of these things are called *Third-Party Products* or *Third-Party Services*, or *Third-Party Products and Services* collectively. Third-Party Products and Services include things like (a) online payments services, (b) data downloaded from financial institutions for you to process within Products, (c) credit reporting or monitoring, (d) billing functionality, (e) data storage and management, (f) information services, (g) financial

offerings, and (h) third-party forms and publications. Other Third-Party Products and Services may be added in the future.

The following provisions apply to your use of Third-Party Products and Services:

- You must accept and comply with any applicable terms and conditions. You may be required to accept different or additional terms and conditions from our Suppliers and third-party providers, even where the Products or Services are delivered to you via the interface with our Products. These different terms and conditions may include privacy, use of data or User Submission, storage limits, or payment (all such terms collectively the "*Third-Party Terms*"). You agree to comply with all Third-Party Terms and any requirements imposed by third-party providers (including our Suppliers). Third-Party Terms may be updated without notice from time to time, and you agree to check periodically to be sure you have reviewed (and are in compliance with) any updates.
- You may be required to create additional Credentials, and you give us permission to store, use, and share them if necessary to provide Services that you select. You agree to create additional Credentials if required to use Third-Party Products and Services, and to manage them according to our requirements and the Third-Party Terms. You must contact the Supplier or third-party provider if there are any issues; this is something we do not control. If you access Third-Party Products or Services from within our Products or Services, then you grant us permission to store your Credentials for the Third-Party Products and Services, and you expressly appoint us as your attorney-in-fact and agent with limited power of attorney and with all necessary rights to use your Credentials on your behalf and to collect, send, receive, retrieve, process, store, and create new User Submission and other information from these Products and Services. You agree to let us interact with Third-Party Products and Services for you.
- We may add or remove Third-Party Products and Services at our discretion. You are generally not required to accept Third-Party Products and Service, but you may only choose from available offerings. These offerings may change from time to time as we identify new Third-Party Products and Services that we think you may like, or as we determine that older ones are no longer useful.
- The data contained in Third-Party Products and Services may not always be up to date. In some cases, this data is updated nightly, in other cases only upon request, and in some cases only on a monthly basis, or even less frequently. The latest data may not always be reflected in the Products and Services. You agree that in cases of important data, or where you require the most up-to-date information (such as financial transactions or other important decisions), you will go to the provider of the information directly. If you note a discrepancy between data viewed via our Products and Services, the Third-Party Products and Services, or the source of the data, please check with the source. We do not monitor and have no obligation to monitor any of your User Submission or other data that is stored or processed via any Third-Party Products and Services.
- You are responsible for your relationship with third parties, including any Suppliers. If you decide to use or access any Third-Party Products and Services, you acknowledge and

agree that: (a) you are responsible for your relationship with the Third-Party Products and Service provider, (b) unless we notify you otherwise, you are solely responsible for payment of any applicable charges or fees, and (c) you will not use the Third-Party Products and Services in a manner that infringes or violates the rights of us or any other third party, or for any criminal, fraudulent, or other unlawful activity. Except for Third-Party Products and Services that we offer to you directly as part of our Products and Services, we are not affiliated with and do not control any Third-Party Products and Services. In no case do we endorse any Third-Party Products and Services. If you choose to send your User Submission or other data from within our Products and Services to the providers of Third-Party Products and Services, such data may be transferred to another country where privacy and security controls are less strict. We do not assure the safety or security of any such User Submission or other data.

- To the maximum allowable extent, we are not responsible for Third-Party Products and Services. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR SUPPLIERS ACCESS AND RETRIEVE YOUR ACCOUNT INFORMATION AND USER SUBMISSION FROM PROVIDERS OF THIRD-PARTY PRODUCTS AND SERVICES, WE ARE NOT ACTING AS YOUR AGENT NOR AS THE AGENT OF THE PROVIDER. NEITHER WE NOR OUR SUPPLIERS REVIEW, AND WE ARE NOT RESPONSIBLE FOR, THE ACCURACY OF ANY DATA YOU RECEIVE FROM THE PROVIDERS. YOU UNDERSTAND AND AGREE THAT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY OF THE THIRD-PARTY PRODUCTS AND SERVICES, OR ANY DATA CONTAINED OR PROCESSED THEREIN. YOU AGREE THAT ANY AND ALL LIABILITY ARISING OUT OF YOUR USE OF THE THIRD-PARTY PRODUCTS AND SERVICES (IF ANY) IS SOLELY BETWEEN YOU AND THE PROVIDERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE OR OUR SUPPLIERS OR ANY OF OUR LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY FEES, DAMAGES, CLAIMS, LOSSES, COSTS, EXPENSES, OR LIABILITIES ARISING OUT OF OR IN ANY WAY RELATED TO THE THIRD-PARTY PRODUCTS AND SERVICES. IN NO CASE WILL YOU SEEK TO HOLD US OR OUR SUPPLIERS OR ANY OF OUR LICENSORS RESPONSIBLE IN ANY MANNER FOR THE ACTS OR OMISSIONS OF SUCH PROVIDERS, EVEN IF NEGLIGENT OR INTENTIONALLY WRONGFUL.

**Links to Third-Party Sites and Information.** We may sometimes link to third-party sites, which may include social media platforms. All such links are provided solely as a convenience, and do not constitute an endorsement or recommendation of any kind. We assume no liability in connection with your use of any such sites. Any User Submission you post or data that you upload is subject to the terms of use and privacy policies of those sites and platforms. Please refer to those sites to better understand your rights and obligations.

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payment option offered at the time of purchase. If your payment or registration information is not accurate, current, and complete, we may suspend or terminate all licenses and refuse any further use of Products and Services. In cases where you authorize repeat billing, we may participate in programs supported by your card provider (such as updater services, recurring billing programs, etc.) to try to update your payment information, and you agree that we may continue billing your account with the updated information that we obtain.

For recurring Memberships, upon the end of your Membership Term we may automatically renew your periodic subscription at the then-current rates, unless you or we terminate this Agreement. If we are unable to charge your card, we may attempt to bill your card again until successful.

All Memberships can only be canceled by contacting Incued at [support@incued.com](mailto:support@incued.com)

Additional payment terms may be provided to you at the time of purchase.

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**NOTE: ACCESS GRANTED HEREUNDER DOES NOT INCLUDE ANY DATA BACKUP OR STORAGE FEATURES. ALL DATA WILL RESIDE ON YOUR DEVICE. ANY DATA THAT YOU FAIL TO MANUALLY BACK UP MAY BE LOST AND UNRECOVERABLE. YOU ASSUME FULL RESPONSIBILITY FOR MAINTAINING BACKUP COPIES OF ALL SUCH DATA FOLLOWING TERMINATION OF YOUR MEMBERSHIP.**

**NOTE: THE DATA ACCESS GUARANTEE APPLIES TO DELUXE AND HIGHER VERSIONS OF INCUED; THE STARTER VERSION WILL BECOME READ-ONLY.**

**Discontinuation Policy and Termination of Support.** You agree that there may be times when we discontinue a Product or Service, in whole or in part.

**DISCLAIMER. YOUR USE OF THE PRODUCTS AND SERVICES IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE PRODUCTS AND SERVICES (INCLUDING ANY PRODUCTS AND SERVICES PROVIDED BY A THIRD PARTY) ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, AND EACH OF OUR THIRD-PARTY PROVIDERS, SUBCONTRACTORS, LICENSORS, DISTRIBUTORS, OR SUPPLIERS**

**(COLLECTIVELY "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY THAT THE PRODUCTS OR SERVICES ARE FIT FOR A PARTICULAR PURPOSE; ALL WARRANTIES OF TITLE, MERCHANTABILITY, DATA LOSS, OR NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS; AND ANY GUARANTEE OF THE ACCURACY, RELIABILITY, QUALITY, OR USER SUBMISSION IN OR LINKED TO THE PRODUCTS OR SERVICES. WE, OUR AFFILIATES, AND OUR SUPPLIERS DO NOT WARRANT THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, OR ACCURACY OF THE PRODUCTS AND SERVICES, OR THAT THE PRODUCTS OR SERVICES ARE SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT, OR DESTRUCTION OF YOUR COMPUTER SYSTEM OR OTHER DEVICE, OR LOSS OF DATA, RESULTING FROM YOUR USE OF THE PRODUCTS OR SERVICES OR THIRD PARTY PRODUCTS AND SERVICES. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 30 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE PRODUCTS OR SERVICES, WHICHEVER IS SOONER.**

**WE, OUR AFFILIATES, AND EACH OF OUR SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE PRODUCTS OR SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.**

**INCUED IS NOT LIABLE FOR ANY DATA INCLUDED FINANCIAL DATA STORED BY A THIRD PARTY ON OR THROUGH THE INCUED PROGRAMS AND EACH MEMBER AND USER AGREES THAT THIS SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE THE MEMBER OR USER.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THESE EXCLUSIONS MAY NOT APPLY TO YOU.**

**LIMIT OF LIABILITY AND INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF US, OUR AFFILIATES, AND EACH OF OUR SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE ANY PRODUCT OR SERVICE DURING THE SIX (6) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, WE, OUR AFFILIATES, AND EACH OF OUR SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, OR SPYWARE; (C) LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT; OR (D) USE OF THE PRODUCTS AND SERVICES WITH SOFTWARE OR HARDWARE THAT DOES NOT MEET OUR REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF WE AND OUR AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF**

**SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF US, OUR AFFILIATES, AND EACH OF OUR SUPPLIERS, AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS AND SERVICES.**

**YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR AFFILIATES AND EACH OF OUR SUPPLIERS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF YOUR USE OF THE PRODUCTS OR SERVICES OR BREACH OF THIS AGREEMENT (COLLECTIVELY REFERRED TO AS "CLAIMS"). IN ADDITION, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THIRD-PARTY PRODUCTS AND SERVICES. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION AND AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY CLAIMS. YOU AGREE TO REASONABLY COOPERATE AS REQUESTED BY US OR OUR SUPPLIERS IN THE DEFENSE OF ANY CLAIMS.**

Governing Law; Dispute Resolution. The law of the state of Illinois governs this Incued Service Agreement Terms.

**ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE PRODUCTS OR SERVICES OR ANY PART OF THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION IN CHICAGO, ILLINOIS. TO THE EXTENT ANY CLAIM IS LESS THEN \$10,000, THEN ARBITRATION SHALL BE CARRIED OUT VIA A VIDEO CONNECTION OTHERWISE ALL DISPUTES OR CLAIMS WILL BE RESOLVED IN PERSON IN ILLINOIS. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION; THE ARBITRATOR SHALL APPLY ILLINOIS LAW TO ALL OTHER MATTERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANY PARTY TO THE ARBITRATION MAY AT ANY TIME SEEK INJUNCTIONS OR OTHER FORMS OF EQUITABLE RELIEF FROM ANY COURT OF COMPETENT JURISDICTION. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AND WE AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.**

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Incued Inc., in care of our registered agent Corporation Service Company, [ ]. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules. s. We and you will not seek its attorneys' fees or other costs in arbitration unless the arbitrator determines that the claims or defenses of a party are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at



**another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This section shall survive expiration, termination or rescission of this Incued Service Agreement Terms.**

**Termination.** You agree that we may immediately, in our sole discretion and without notice, terminate this Agreement or your use of the Products and Services if you fail to comply with this Agreement or if you no longer agree to receive electronic communications, or for any other reason. The following provisions of this Agreement shall survive and remain in effect even if the Agreement is terminated, cancelled or rescinded: grant of rights in your feedback and communications, limit of liability and indemnification, governing law and dispute resolution, export control, all provisions pertaining to your credentials and your User Submission, all general provisions, and any other provisions which by their nature are intended to survive.

**General Provisions.** This Agreement, including external documents referenced herein (including the Website Terms and Incued Privacy Statement), is the entire agreement between you and us and replaces all prior understandings, communications, and statements regarding its subject matter. If any part of this Agreement is found to be invalid the remainder will be enforced to the maximum possible extent. The United Nations Convention on Contracts for the International Sale of Goods does not apply. You cannot assign or transfer this Agreement without our written approval, but we may assign or transfer it without your consent to: (a) an affiliate, (b) another company through a sale of assets or ownership shares, or (c) a successor by merger, acquisition, or divestiture.

**Export Control.** You acknowledge that the Incued Inc. software (including any mobile or companion apps and the underlying software) is subject to restrictions and controls imposed by U.S. export control regulations administered by the U.S. Department of Commerce (15 C.F.R. Chapter VII). You agree that you will comply with all applicable laws and regulations. You will not export or re-export the software, or any portion thereof, directly or indirectly, in violation of the applicable U.S. export administration laws and regulations to any country or end user who you know or have reason to know will utilize them in the design, development, or production of nuclear, chemical, or biological weapons. You further agree that the software may include technical data subject to such U.S. export regulations.

### **Third-Party Notices**

The following notices pertain to components that may be used in connection with the Products and Services (including Third-Party Products and Services):

- a. Adobe® Flash® Player software by Adobe Systems Incorporated, Copyright © 1995-2006 Adobe Macromedia Software LLC. All rights reserved. Adobe and Flash are trademarks of Adobe Systems Incorporated.
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- d. ©Copyright 2023 Railz Financial Technologies Inc. All Rights Reserved.

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**Intellectual Property Rights:** You acknowledge that, in the event of any third party claim that the software or your possession and use of the software infringes that third party's intellectual property rights, Incued Inc., not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

**Legal Compliance:** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

g. **Developer Contact Info:** Direct any questions, complaints or claims to: Incued Inc., [support@incued.com](mailto:support@incued.com), or visit <https://www.incued.com/> to access Support.

h. **Third Party Terms of Agreement:** You must comply with any applicable third-party terms of agreement when using the software.

i. **Third Party Beneficiary:** You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

j. iPhone and iPad are trademarks of Apple Inc., registered in the U.S. and other countries. Android is a trademark of Google Inc.

k. Paying bills with Incued Inc. is available only if you have Incued Bill Pay (Bill Payment Services provided by Stripe) or if your bank allows you to access their bill pay product through Incued Inc. Application approval, fees, and additional terms and conditions may apply.

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### **Do I have to grant any licenses to Incued or to other users?**

Anything you upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. For clarity, information about other individuals (whether or not they are Incued users) that you submit to or share through the Services is your “User Submission.” In order to display your User Submissions on the Services, and to allow other users to leverage them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally identifiable information. For all User Submissions, you hereby grant Incued a license to translate, modify (for technical purposes, for example making sure your User Submission is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Incued account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant Incued the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so. If you share a User Submission only in a manner that only certain specified users can view (for example, by sharing contact or calendar information with one or more other users)(a “Limited Audience User Submission”), then you grant Incued the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty free, perpetual, irrevocable, and worldwide. If you as an individual user terminate your Incued account, your User Submissions will remain visible to any organization which you are within. If an entire organization’s Incued account is terminated, User Submission data associated with such organization will be deleted after such account is terminated, but we will give the organization thirty (30) days prior notice, during which time it may request a copy of such data. However, you understand and agree that it may not be possible to completely delete that User Submission from Incued’s records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that Incued, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connected networks, devices, services, or media, and the foregoing licenses include the rights to do so.

## **Who is responsible for what I see and do on the Services?**

Any User Submission transmitted through the Services is the sole responsibility of the person from whom such User Submission originated, and you access all such information and User Submission at your own risk, and we aren't liable for any errors or omissions in that information or User Submission or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the User Submission or what actions you may take as a result of having been exposed to the User Submission, and you hereby release us from all liability for you having acquired or not acquired User Submission through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services. You are responsible for all User Submission you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You represent and warrant that you have all rights necessary to submit the User Submissions (including information relating to individuals who are not Incued users) to Incued and through the Services. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Incued. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Incued is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Incued has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Incued will not and cannot monitor, verify, censor or edit the content of any third-party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Incued shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that Incued is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Incued, its officers, employees, agents, and successors

from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

### **Will Incued ever change the Services?**

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

### **Does Incued cost anything?**

**Free Trial Period.** If you have signed up for a free trial of the Services, the Services will be free during your free trial period.

**Paid Services.** If you choose to sign up for the paid Services, your payment obligations will be set forth in the agreement applicable to such paid Services. We will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

### **What if I want to stop using Incued?**

During your free trial period, you may stop using Incued at any time by contacting us at [support@Incued.com](mailto:support@Incued.com). Please refer to our Privacy Policy, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. Termination or cancellation of the paid Services will be set forth in the agreement applicable to such paid Services.

Incued is also free to terminate (or suspend access to) your use of the Services or your account, for any reason at our discretion, including your breach of these Terms. Incued has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in the destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest

of someone's safety or security, or otherwise harmful to the rights or property of Incued.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

### **What else do I need to know?**

#### **Warranty Disclaimer.**

Neither Incued nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. Incued (and our licensors and suppliers) makes no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services.

In addition to any Disclaimer in the Website Terms or the Privacy Policy, the following apply:

THE SERVICES AND CONTENT ARE PROVIDED BY INCUED (AND ITS LICENSORS AND SUPPLIERS) 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, NONINFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL INCUED (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID BY YOU TO INCUED IN CONNECTION WITH THE SERVICES IN THE THREE (3) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### **Indemnity.**

You agree to indemnify and hold Incued, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account or in connection your submission of any User Submissions to Incued), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

#### **Assignment.**

You may not assign, delegate or transfer these Terms or your rights or obligations here under, or your Services account, in any way (by operation of law or otherwise) without Incued's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

#### **Choice of Law; Arbitration.**

**These Terms are governed by and will be construed under the laws of the State of Illinois, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Chicago, Illinois, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. In the event any claim is less than \$10,000, such claim may be arbitrated over video link. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Chicago, Illinois and the United States District Court for Northern Illinois (Eastern Division).**

**Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted.**

**YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND INCUED ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

#### **Miscellaneous.**

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a

waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Incued agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Incued, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Incued, and you do not have any authority of any kind to bind Incued in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application, you and Incued agree there are no third-party beneficiaries intended under these Terms.