

HESTUS, INC.

TERMS OF SERVICE

Effective: September 1, 2024

These Terms of Service constitute a legally binding agreement between you (“**you**” or “**User**”) and Hestus, Inc. (together with its affiliates, “**Company**”, “**we**,” “**our**” or “**us**”) governing your use of our products, mobile application, services, and the “hestus.co” website (the “**Site**”, “**Platform**” and collectively with the foregoing, the “**Services**”).

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE “I AGREE” OR SIMILAR BUTTON, REGISTERING FOR AN ACCOUNT, OR ACCESSING OR USING THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE, YOU ALSO ACKNOWLEDGE THAT YOU ARE AT LEAST 18 YEARS OF AGE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES. These Terms of Service are effective as of the date you first click “I agree” (or similar button or checkbox) or use or access the Services, whichever is earlier.

Any personal data you submit to us or which we collect about you is governed by our Privacy Policy (“**Privacy Policy**”), available [here](#). You acknowledge that by using the Services, you have reviewed the Privacy Policy. The Privacy Policy is incorporated by reference into these Terms of Service and together form and are hereinafter referred to as this “**Agreement**.”

1. **Use of the Services.** Company grants a non-exclusive, worldwide, fully paid-up license during the Term to use the Services solely for internal evaluation purposes. If User wishes to continue using the Software after the end of the Term or for any other purposes, the parties shall memorialize the understanding between User and Company in a written license agreement or online terms of service at the discretion of the Company.
2. **Ownership.** The Services and all related intellectual property rights (whether or not registered) shall remain the exclusive property of Company. Under no circumstances shall User (i) share login information for the Services (or its hosting location) with any third party, (ii) modify or reverse engineer the Services or (iii) sell, license, distribute, or otherwise transfer to a third party or encumber the Services without Company’s prior written consent. For purposes of clarity, any derivative works created solely by User using the Services, but not including any portions of the Services (the “User Derivative Works”) shall be the property of User, but User shall only have a license to the Services necessary to operate the User Derivative Works for internal evaluation purposes during the Term. User hereby grants Company a perpetual, irrevocable, worldwide license to use any Feedback (as defined below) User communicates to Company during the Term, without compensation, without any obligation to report on such use, and without any other restriction. Company’s rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses under copyright, patent, and any other form of intellectual property. Feedback will not be considered User’s confidential information or its trade secret. “Feedback” refers to any suggestion or idea for modifying any of Company’s products or services.
3. **License to Use Customer Data.** User, on behalf of itself and its suppliers and licensors (as applicable) hereby grants Company during the Term a limited, non-exclusive, non-transferable (other than pursuant to Section 9 of this Agreement), non-sublicensable (other than to subcontractors of the Company) license to use, view, copy, reformat, distribute, display and analyze the User data solely for purposes of developing and improving the Platform.
4. **Customer Marks; Marketing.** User hereby grants to Company a worldwide, non-exclusive, non-transferable license to use and display all Marks provided by User to Company for inclusion in the Platform solely for the purpose of Company's provision of the Platform, as selected by User from time to time. Company is permitted to disclose that User is one of its customers to any third-party at its sole discretion, and, to place User's name and logo on its website and marketing materials for this purpose, subject to compliance with any logo or branding guidelines provided by User.
5. **Term and Termination.** This Agreement shall commence on the Effective Date and shall terminate in six (6) months of the Effective Date, provided that (i) unless Company gives User thirty (30) days advance written notice of termination, this Agreement shall automatically renew for additional one (1)-month terms, and (ii) Company may, at its option, terminate this Agreement immediately if User fails to comply with any terms and conditions of this Agreement. Sections 3-7 shall survive termination or expiration of this Agreement.
6. **No Warranty.** THE SERVICES ARE PROVIDED “AS IS”, AND COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES THAT RESULT FROM THIS AGREEMENT, EVEN IF COMPANY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY’S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN

CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHER LEGAL THEORY, EXCEED ONE HUNDRED DOLLARS (\$100).

8. **Confidential Information.** User will not disclose to any third party the results of the evaluation of the Services or other performance or functional evaluation of the Services without prior written approval of Company. Company shall have the right to use for any purpose any information regarding the Services gained as a result of User's use and evaluation of the Services. Such information shall include but not be limited to changes, modifications, corrections and improvements to the Services suggested by User, but specifically excludes the User Derivative Works.
9. **Miscellaneous and Entire Agreement.** The parties are independent contractors, and nothing in this Agreement is intended to or shall create any agency, partnership or joint venture relationship between them. This Agreement shall be governed by the laws of the State of California. Neither party may assign this Agreement or any of its rights or obligations hereunder without the other party's prior written consent, except in connection with any merger, consolidation, reorganization, sale or similar transaction of the assigning party in which the surviving entity is not a direct competitor of the non-assigning party. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. This Agreement constitutes the entire Agreement between Company and User with respect to the subject matter hereof and not be modified without the prior written consent of both parties.