## User Agreement/ Terms&Conditions



These Terms and Conditions ("Agreement") are entered into between UserCentral and UserCentral.Global ("Company", "we", "us", or "our") and you ("User", "you", or "your"). This Agreement sets forth the terms and conditions governing your use of the services provided by Company ("Services"). By using our Services, you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, you may not use our Services.

- 1. Use of Services. Our Services are designed to help you manage your contact details and data input for maintaining user interface and experience, as well as to provide future services to you. You agree to use our Services only for lawful purposes and in accordance with this Agreement.
- 2. User Information. To use our Services, you must provide us with accurate and complete information about yourself, including your contact details and data input. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account or password or any other breach of security.
- 3. Use of User Information. We may use your contact details and data input to maintain user interface and experience, as well as to provide future services to you. We may also use your information for our internal business purposes, such as analyzing usage patterns, improving our Services, and developing new products and services. We may share your information with our affiliates, subsidiaries, and third-party service providers, as necessary to provide our Services to you.
- 4. User Content. You retain all rights in, and are solely responsible for, the content you provide to us ("User Content"). You grant us a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use your User Content for the purpose of providing our Services to you. You represent and warrant that you have all necessary rights to grant this license to us.

- 5. Intellectual Property. Our Services and all content and materials included therein are the property of Company or its licensors and are protected by copyright, trademark, and other intellectual property laws. You may not use our Services or any content or materials included therein for any commercial purpose without our prior written consent.
- 6. Disclaimer of Warranties. OUR SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES WILL BE ACCURATE OR RELIABLE.
- 7. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OUR SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8. Indemnification. You agree to indemnify, defend, and hold harmless Company and its affiliates, subsidiaries, and their respective officers, directors, employees, agents, licensors, and suppliers from and against any and all claims, losses, expenses, damages, and costs (including reasonable attorneys' fees) resulting from your breach of this Agreement or your use of our Services.
- 9. Termination. This Agreement is effective until terminated by either party. You may terminate this Agreement by discontinuing your use of our Services.

Head of Management

Lead Developer & Operations