

# End User License Agreement (EULA)

Please read these terms and conditions carefully. These terms and conditions govern your use and the licensing by StoAmigo of the StoAmigo Service (the "Service"), and the associated software (the "Software") provided through the Service and in the CloudLocker or ThumbLocker Personal Cloud Device (the "Device"). By using the Service and/or the Device(s) you are indicating your acceptance of these terms and conditions of this EULA, and you represent and warrant that you are willing to be legally bound by all of the terms listed herein. StoAmigo, at its sole discretion, reserves the right to change, modify, add or delete portions of these terms and conditions at any time.

While the Service and Device(s) are available for use in other countries and potentially other languages, you agree that the English Language Terms detailed in this EULA will govern your relationship with StoAmigo. If a contradiction between the English Language version and a translated version of this EULA arises, the English Language version takes precedence.

## **License**

Provided that you comply with the terms, conditions and restrictions of this EULA, StoAmigo hereby grants you a limited, personal, nonexclusive, nontransferable, nonassignable license, without rights to sublicense, to use the Software contained in the Service and Device(s), solely for the purpose for which it is intended. The terms and conditions of this EULA will govern use of the Software and any upgrades, updates, patches, hotfixes, modules, routines, feature enhancements and/or additional versions of the Software provided by StoAmigo, at StoAmigo's sole discretion, that replace and/or supplement the original Software (collectively, "Update"), unless such Update is accompanied by or references a separate license agreement in which case the terms and conditions of that agreement will govern.

You acknowledge that the Software is proprietary to StoAmigo, and is protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. You agree that you are only permitted to use the Software, Service and Device(s) as expressly authorized by StoAmigo in this EULA. You may not remove any proprietary notices or labels from the EULA. You may not copy, alter, modify, redistribute, sell, auction, decompile, reverse engineer, disassemble or otherwise reduce the Software or Licensed Programs to a human-readable form. You may not reproduce, distribute or create derivative works based on the Software or Licensed Programs without expressly being authorized in writing to do so by StoAmigo. You may not rent, lease, grant a security interest in or otherwise transfer rights to the Software or Licensed Programs. StoAmigo reserves all rights not expressly granted in this EULA.

## **General Conduct**

By signing up to use the Service, you agree that you are at least 13 years of age. You are solely

responsible for the content of your transmissions when using the Service and/or the Device(s). You agree to comply with all local, state, national and international laws and regulations pertaining to the materials you host on the Service or Device(s), and transmit through the Service.

**You agree that you will not:**

I. Use the Service or Device(s) for illegal purposes;

II. Post, distribute or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component;

III. Interfere or disrupt networks connected to the Service;

IV. Infringe on any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

V. Transmit any unlawful, harassing, libelous, abusive, threatening or harmful materials through the Service or the Device(s).

**Rights Reserved**

The Software that enables the Service and Device(s) to function is licensed, not sold. Except for the license expressly granted in this EULA, StoAmigo retains all rights, title and interest in and to the Software and all related content, materials, copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual, industrial property and property rights, including registrations, applications, renewals and extensions of such rights.

**Protected Content**

All content on websites associated with StoAmigo Software, Service, and/or Device(s) is protected by copyright and/or trademark laws. No portion of the information or content on such sites may be reproduced in any form or by any means without prior written permission from StoAmigo. You are not permitted to modify, distribute, publish, transmit or create derivative works of any material found on such sites for any public or commercial use.

**Support Services Not Included**

StoAmigo does not provide any maintenance or support services under this EULA. Maintenance and support services, if any, are provided under a separate agreement. This EULA, in and of itself, does not entitle you to any Update(s) at any time in the future.

**Indemnification for User Account Information**

While signing up for the Service, you must use your email address as your username and choose a password for access to the Service and to your Device(s). You agree to carefully safeguard all of your passwords. You are solely responsible if you do not maintain the confidentiality of your password(s) and account information. StoAmigo is not liable for any loss incurred by you resulting from another's use of

your password or account either with our without your knowledge.

### **Internet Hosted and Accessible Software**

Some or all of the Software may be remotely hosted or accessible to you through the internet. StoAmigo may suspend, terminate, withdraw or discontinue all or part of your access to the Software upon receipt of a subpoena or law-enforcement request. StoAmigo, at its sole discretion, may additionally choose to terminate your Service if you have breached any term of this EULA or are involved with any fraudulent, misleading, illegal activities, or for any other reason deemed appropriate by StoAmigo. StoAmigo may modify the Software at any time with or without prior notice to you. StoAmigo may perform scheduled or unscheduled repairs or maintenance, or remotely patch and/or upgrade the Software installed on Device(s) and StoAmigo's remote system(s), which may temporarily degrade the quality of your service, or result in a partial or complete outage of the Service. StoAmigo provides no assurance that you will receive advance notification of such activities or that your use of the Software and the Service will be uninterrupted or error-free.

### **Title**

Title, ownership rights and intellectual property rights to the Software and Licensed Programs shall remain with StoAmigo. StoAmigo, CloudLocker, ThumbLocker, Tack App, and other associated logos, trade names, icons and marks identifying StoAmigo products and services are trademarks or service marks of StoAmigo (collectively the "Trademarks") and may not be used without the prior written permission of StoAmigo.

### **Fees**

The Service and Device(s) may come with a one-time fee or a recurring subscription fee. Payment of a subscription fee is made in advance and depends on the payment method you select in your user account. To prevent future automatic charges for a subscription, please sign in to your account and cancel the subscription. No full, partial, or prorated refunds will be issued. Your account will remain active until the end the last paid subscription period. A failed payment will inactivate your account until payment for all outstanding amounts is received. Data in an inactive account is retained for 180 days.

### **StoAmigo Account**

Notwithstanding the foregoing provisions of these Terms, your registration of a StoAmigo account is free and does not require the payment of a subscription fee.

### **Termination**

StoAmigo may immediately terminate this subscription, license and right to use the Service and Software if (i) you breach these Terms; (ii) StoAmigo is unable to verify or authenticate any information you provide to StoAmigo; (iii) such information is or becomes inaccurate; or (iv) StoAmigo decides, in its sole discretion, to discontinue offering the Service. StoAmigo shall not be liable to you or any third party for termination of the Service. Upon expiration or termination for any reason, you are no longer authorized to use the Products. When these Terms are terminated and/or your subscription is canceled, you will no longer have access to data and other material you have stored in connection with the Service and that

material may be deleted by StoAmigo. All disclaimers, limitations of warranties and damages, and confidential commitments set forth in these Terms or otherwise existing at law survive any termination, expiration or rescission of these Terms.

**Acceptance**

By using, and continuing to use, the Service and/or Device(s), you acknowledge that you have read and agree to the terms and conditions provided in this EULA. You further agree and acknowledge that these terms and conditions are subject to change at any time without notice to you and you are solely responsible for reviewing the information provided herein to ensure your compliance and acceptance of these terms and conditions.