



## GB APP

### REGULATION, TERMS AND CONDITIONS OF USE

#### INTRODUCTION

This Agreement constitutes an extension of the terms and conditions of the Software Insurance (SSI) professional service previously purchased. It contains the regulation of the use of the GB Advisors SSI App, hereinafter referred to by its full name or as "GB App". The "GB App" is the design, creation and exclusive property of GB or GB Advisors, name that identifies GB Advisors LLC and its subsidiaries, affiliates and/or related shareholding entities, which offer their products and services under the diverse brand "GB Advisors".

Taking into consideration that GB App is a complement to the professional support service provided by GB Advisors, this Application is intended exclusively for the GB Advisors Client (GB Client), identified as the legal entity that has previously hired the professional Software Insurance Service (SSI), to enjoy the safeguard of the software designed and manufactured by Freshworks INC (FW), of which the GB Client has acquired the License for its Non-Exclusive Use.

#### REGULATIONS

**Modifications and Updates to this Regulation.** GB as owner and administrator of GB App reserves the right at its sole discretion to modify and update all regulations regarding its use. Knowing that the registration, login and continued use of GB App, is a voluntary act, the GB Client, therefore, accepts and adheres to these terms and conditions and its future modifications and updates.

**GB App Updates.** The software may periodically check for updates, download and install them automatically. GB may need to update the system to provide the updates to you. The GB Client agrees to receive these automatic updates without additional notification.

**Exclusion of Warranties.** By enrolling in the application GB Advisors grants permission to the GB Client to use the GB App, but, being the use of the GB App a voluntary act, the GB Client does so at its own risk, GB Advisors does not grant any warranty or express conditions for the use of the GB App other than those derived from the contract subscribed between GB Advisors and the GB Client and/or the Single Annex of Terms and Conditions of the SSI Service.

**Scope of Permitted Use of GB App.** The GB Client is only authorized to use GB App for the purposes of requesting Advice and Support to which GB has obligated itself under the SSI service contract, through the issuance of service tickets on this platform, consequently, The GB Client shall not:

- a. Circumvents any technical limitations of the software that would allow only you to use it in the manner stated.



- b. Reverse engineer, decompile or disassemble the software.
- c. Removes, minimize, block or modify any notification of GB or its suppliers included in the software.
- d. Use the software in any manner contrary to law or to create or propagate malware; or
- e. Share, publish, distribute or lend the software, deliver it as a stand-alone hosted solution for use by others, or transfer the software to a third party.
- f. Shall not (and shall not have the right to) use the software for commercial, non-profit or revenue-generating activities.

**Third Party Beneficiary.** The GB Client agrees that FW and its subsidiaries are third party beneficiaries of this agreement, and that FW has the right to enforce these terms and conditions.

**Profile Entity. Administrator. Users.** For the use of the GB App, GB Advisors will provide the GB Client with the access credentials to the registration portal, providing the Account ID (Entity ID) that specifically identifies the GB Client and the SSI Contract Number associated to the GB Client (Service Contract ID), with these credentials the GB Client will follow the steps of the platform to complete the creation and registration of its Profile Entity. It is the responsibility of the GB Client to manage, administer, manage and assign roles and create users within the Profile Entity, as well as to safeguard the Entity ID and Service Contract ID provided by GB. Consequently, GB Client shall ensure the safekeeping of the Entity ID and Service Contract ID, as well as the correct use of the Profile Entity by its employees, workers, representatives, associates and any natural person (Users) who have access to the credentials and the Profile Entity.

The creation and management of Users presupposes that these persons (individuals) have sufficient corporate competence and technical knowledge for the use of GB App, therefore any request emanating from Users created within the Profile Entity is understood as a request from the GB Client, in execution of the terms and conditions of the contract signed between GB Advisors and The GB Client and/or the Single Annex of Terms and Conditions of the SSI Service.

**API Password.** Given that GB App is hosted in the FW Marketplace platform, for the purpose of the integration of both software's and the correct functioning of the GB App for its installation, the GB Client must provide the FW Subdomain and the API password issued by FW. For legal purposes, the API password is considered as the only information subject to the protection of confidentiality and reserved by GB Advisors.



**Degree of Care.** GB Advisors will safeguard the API Password provided by GB Client with the same degree of care that it uses to protect its own Confidential Information, but in no event will it use less than a commercially reasonable degree of care.

**Non-use of Confidential Information.** GB agrees not to use GB Client's Confidential Information for any reason other than for the purpose inherent in the use of the GB App.

**Limited Liability.** Being a fact known and accepted by the GB Client that the API Password is issued by FW, the GB Client releases GB Advisors from all liability for any damage that may be caused by the loss, dissemination, public knowledge, etc. of its API Password due to the direct or indirect action (including the omission of safeguarding) of FW. GB Advisors is only responsible for its acts or omissions that are directly attributable to it.

**Intellectual Property.** All content included in the GB App, such as text, graphics, logos, images, audio clips, video, data, music, software, application updates and other material, is the property of GB Advisors, and is protected by copyrights, trademarks, patents or other proprietary rights. The compilation, arrangement and assembly of all Content on the GB Application is the exclusive property of GB and is protected by U.S. and international copyright laws; GB expressly reserves all intellectual property rights in all Content.

**Temporary and Permanent Suspensions.** GB Client acknowledges and accepts the possibility that the GB App may not be always available, may experience hardware problems, software problems, other problems inherent in the use of the Internet, as well as the need to perform routine maintenance, resulting in interruptions, delays or errors. GB reserves the right to change, revise, update, suspend, discontinue, interrupt or modify the GB App at any time or for any reason without notice.

**Contact Us.** If you have any questions about the GB App or would like to receive more information about its use, the GB Customer may send an email to [support@gb-advisors.com](mailto:support@gb-advisors.com).

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