

# CLOUD HOUSE TECHNOLOGIES INC.

## TERMS AND CONDITIONS OF USE

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### TERMS AND CONDITIONS OF USE

Welcome to the Cloud House App (the “**App**”), which was developed and is maintained by Cloud House Technologies Inc. (“**Cloud House**” or “**we**”). This App is maintained as a service to our customers. By using this App, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this App.

- 1. Agreement.** This Terms and Conditions of Use agreement (“the “**Agreement**”) specifies the terms and conditions for access to and use of this App and describe the terms and conditions applicable to your access of and use of the App. This Agreement may be modified at any time by Cloud House upon posting of the modified Agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time within the App. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.
- 2. Privacy.** Your use of our App is also governed by our Privacy Policy. Please review our Privacy Policy as available on the App.
- 3. Ownership.** All content included on this App, including but not limited to text, formulas, or outputs, is and shall continue to be the property of Cloud House or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the App is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this App. You retain ownership of any sensitive or confidential data that you enter into the App for the purpose of utilizing the App, provided that such data entry constitutes an automatic grant to Cloud House of a limited license to manipulate the data for the sole purpose of the App’s function.
- 4. Intended Audience.** This App is not intended for any children under the age of 13 and such use is restricted.
- 5. Trademarks.** Any trademarks or registered trademarks of Cloud House, including but not limited to the “Ranger” mark relating to the App, shall remain the sole property of Cloud House and no license to such trademarks is granted to you by your use of this App. Other product and company names mentioned on this App may be trademarks of their respective owners.
- 6. App Use.** Cloud House grants you a limited, revocable, nonexclusive license to use the App solely for your own personal or commercial use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the App, reverse engineer or break into the App, or use materials, products or services in violation of any law. The use of the App is at the discretion of Cloud House and Cloud House may terminate your use of this App at any time.

Cloud House reserves the right to withdraw or amend this App, and any service or material Cloud House provides on the App, in our sole discretion without notice. Cloud House will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. From time to time, Cloud House may restrict access to some parts of the App, or the entire App, to users, including registered users.

You are responsible for both:

- (a) Making all arrangements necessary for you to have access to the App; and
- (b) Ensuring that all persons who access the app through your internet connection are aware of these Terms and Conditions of Use and comply with them.

To access the App or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the App that all the information you provide on the App is correct, current, and complete. You agree that all information you provide to register with this App or otherwise, including, but not limited to, through the use of any interactive features on the App, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this App or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared device so that others are not able to view or record your password or other personal information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions of Use.

**7. Prohibited Uses.** You may use the App only for lawful purposes and in accordance with these Terms and Conditions of Use. You agree not to use the App:

- (a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- (c) In any manner that discriminates on the basis of race, color, ethnicity, national origin, ancestry, religion, sex, gender, gender identity or expression, sexual orientation, age, military or veteran status, marital status, or disability;
- (d) In any manner that abuses, threatens, defames, libels, incites hatred or violence toward, victimizes, intimidates, or otherwise harasses any person or group of persons;
- (e) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- (f) To impersonate or attempt to impersonate Cloud House, a Cloud House employee, another user, or any other person or entity (including, without limitation, by using email addresses or unique identifier associated with any of the foregoing); or

- (g) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm Cloud House or the users of the App, or expose them to liability.

Additionally, you agree not to:

- (a) Use the App in any manner that could disable, overburden, damage, or impair the App or interfere with any other party's use of the App, including their ability to engage in real time activities through the App;
- (b) Use any robot, spider, or other automatic device, process, or means to access the App for any purpose, including monitoring or copying any of the material on the App;
- (c) Use any manual process to monitor, modify, or copy any of the material on the App, or for any other purpose not expressly authorized in these Terms and Conditions of Use, without our prior written consent;
- (d) Display the App in any manner that implies partnership, affiliation with, sponsorship, or endorsement by Cloud House or Microsoft Office;
- (e) Use any device, software, or routine that interferes with the proper working of the App;
- (f) Attempt to access the App through any medium or browser other than the available Microsoft Office add-in;
- (g) Use the App for benchmarking, or to compile content for a competitive product or service;
- (h) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (i) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the App, the server on which the App is stored, or any server, computer, or database connected to the App;
- (j) Take any action that may damage or falsify Cloud House's or the App's rating in any online marketplace;
- (k) Use the App to facilitate the sale of access to Microsoft Office products, the App, or any information therein;
- (l) Attack the App via a denial-of-service attack or a distributed denial-of-service attack; or
- (m) Otherwise attempt to interfere with the proper working of the App.

**8. Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the App, including laws with respect to the use of plug-ins. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

**9. Indemnification.** You agree to defend, indemnify, and hold harmless Cloud House, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions of Use or your use of the App, including, but not limited to, any use of the App's content, services, and products, and the actions and communications of other App Users, other than as expressly authorized in these Terms and Conditions of Use, or your use of any information obtained from the App.

**10. Disclaimer.** THE INFORMATION ON THIS APP IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS APP IS AT YOUR SOLE RISK. CLOUD HOUSE DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE APP SHALL BE TO DISCONTINUE USING THE APP.

**11. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL CLOUD HOUSE BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE APP, YOUR APP USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE APP AND/OR CONTENT IS TO CEASE ALL OF YOUR APP USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

**12. Use of Information.** Cloud House reserves the right, and you authorize us, to use and assign all information regarding App uses by you and all information provided by you in any manner consistent with our Privacy Policy.

**13. Copyrights and Copyright Agent.** If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the App;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the App is our Support Team, who can be reached as follows:

By Email: [support@cloudhouse.co](mailto:support@cloudhouse.co)

**14. Applicable Law.** You agree that the laws of the state of Delaware, without regard to conflicts of laws provisions will govern these Terms and Conditions of Use and any dispute that may arise between you and Cloud House or its affiliates.

- 15. Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 16. Waiver.** The failure of Cloud House to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Cloud House must be in writing and signed by an authorized representative of Cloud House.
- 17. Termination.** Cloud House may terminate this Agreement at any time, with or without notice, for any reason.
- 18. Relationship of the Parties.** Nothing contained in this Agreement or your use of the App shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended that all parties, including but not limited to Services Providers, shall remain independent contractors responsible for its own actions.
- 19. Entire Agreement.** These Terms and Conditions of Use constitute the entire agreement between you and Cloud House and govern the terms and conditions of your use of the App, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Cloud House with respect to this App. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the App. Cloud House may revise and update these Terms and Conditions of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the App thereafter. Accordingly, you should visit the App and review the Terms and Conditions of Use periodically to determine if any changes have been made. Your continued use of this App after any changes have been made to the Terms and Conditions of Use signifies and confirms your acceptance of any such changes or amendments to the Terms and Conditions of Use.

**20. Contact Information.**

Cloud House Technologies Inc.

support@cloudhouse.co