



A Rameerez, LLC product

END-USER LICENSE AGREEMENT - SUBSCRIPTION BASED ("Agreement")

Last updated: February 22, 2021

Please read this End-User License Agreement ("Agreement") carefully before clicking the "Pay", "Subscribe", "Purchase", "Buy" or "I Agree" button, downloading or using Wakefy ("Application"). By clicking the "Pay", "Subscribe", "Purchase", "Buy" or "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and Rameerez, LLC (the "Company") and it governs your use of the Application made available to you by the Company.

If you do not agree to the terms of this Agreement, do not click on the "Pay", "Purchase", "Buy" or "I Agree" button and do not download or use the Application.

The Application is licensed, not sold, to you by the Company for use strictly in accordance with the terms of this Agreement.

License

The Company grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application during the set subscription period (the "Subscription Period") strictly in accordance with the terms of this Agreement, subject to the payment of the applicable license fees (the "Subscription Fee").

Subscription Period

The Subscription Period for the Application will begin on the day you order the Application and end one billing period (which is clearly indicated in the moment of the purchase, usually, but not limited to, one month or one year) thereafter. You agree to pay the Subscription Fee for the Subscription Period. Your subscription to the Application will automatically renew for a new Subscription Period upon your payment of the new subscription fee. The Company reserves the right to change the Subscription Fee for any renewal Subscription Periods. Each new Subscription Period will be subject to the same terms and conditions set forth in this Agreement, which may be updated by the Company from time to time.

End of Subscription Period

You agree that the Company may disable the Application, either by operation of the software or by a remote command from the Company, at the end of the Subscription Period if you have not paid the Subscription Fee to renew your subscription to the Application.

Restrictions

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to the Company with respect to the Application shall remain the sole and exclusive property of the Company. The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Modifications to Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Updates to Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Maintenance and support

The Company will notify You of any available Updates and upgrades. You will be entitled to receive Updates and support free of charge during the period of validity upon purchasing the License. In order to receive Updates or support after this period, You will need to renew your License. You may need to pay an additional fee in order to be able to download an upgrade. You can download available Updates and upgrades from the website of the Company. Any maintenance and support provided by the Company, including the provision of Updates and upgrades, will be provided in an adequate way on an "as is" basis without any warranty, as soon as reasonably practicable, subject to availability of personnel.

Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that the Company shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof.

The Company does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them

entirely at your own risk and subject to such third parties' terms and conditions. The Company claims ownership over the Program's code.

Term and Termination

This Agreement shall remain in effect until terminated by you or the Company.

The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement.

You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

In the event of termination for cause by the Company, you will not be entitled to the return of any portion of the Subscription Fee

Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The Application is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind.

To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of

its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any the Company's provider makes any representation or warranty of any kind, express or implied:

(i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for one Subscription Period (Subscription Fee).

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages

whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

Amendments to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect.

What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

Governing Law

The laws of Delaware, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international

laws.

Contact Information

If you have any questions about this Agreement, please contact us.

Entire Agreement

The Agreement constitutes the entire agreement between you and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and the Company.

You may be subject to additional terms and conditions that apply when you use or purchase other Company's services, which the Company will provide to you at the time of such use or purchase.