

Terms of Use

Effective Date: June 12, 2023

These terms of use (“**Terms of Use**”) are entered into by and between you and Voulait, LLC (“**Voulait**”, “**we**”, “**us**”, or “**our**”). In these Terms of Use, “**you**” and “**your**” refer to: (a) you, the individual accessing the System and/or using the Services; (b) any electronic agent accessing the System and/or using the Services; and (c) the business entity on whose behalf an individual or electronic agent is accessing the System and/or using the Services.

These Terms of Use govern your access to our System and your use of our Services. In these Terms of Use, “**System**” refers to: (a) the website located at <https://www.voulait.com/> (the “**Website**”); (b) the Voulait mobile application (the “**Mobile Application**”); and (c) all content, information, text, data, code, software, graphics, images, logos, audio, and other materials in the Website and Mobile Application (the “**Content**”), as well as the design, structure, coordination, expression, “look and feel”, and arrangement of such Content. “**Services**” refers to the services, features, and functionality, and offers made available through the System.

These Terms of Use constitute a contract between you and Voulait.

BY ACCESSING THE SYSTEM OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS THE SYSTEM OR USE THE SERVICES.

Minors

Voulait’s System and Services are intended for a general audience and are not intended for use by minors. If you are a minor in your state of residence, then you are not authorized to use the System or the Services, unless: (a) you have secured the authorization of your parent or legal guardian to use the System and the Services and your parent or legal guardian has agreed to these Terms of Use on your behalf; (b) your parent or legal guardian has not revoked such agreement; and (c) you agree to the provisions of these Terms of Use.

Changes to the Terms of Use

Voulait may update or modify these Terms of Use at any time in our sole discretion, effective immediately upon posting the revised Terms of Use, along with the effective date, on the System. We may give notice of such updates and modifications by any means, including by posting a revised version of these Terms of Use on the System. Your continued access to the System or use of the Services after such updates or modifications signifies your acceptance to such updates or modifications.

The version of these Terms of Use posted on the System on each respective date you visit the System will be the Terms of Use applicable to your access to the System or use of the Services on that date. Our electronically or otherwise properly stored copies of the Terms of Use shall be

deemed to be the true, complete, valid, and authentic copy of the version of the Terms of Use that was in force on each respective date you accessed the System or used the Services.

Ownership of the System and the Services and Access License

You understand and agree that Voulait owns, or (where required, appropriate, or applicable) has been licensed by third parties to use, all right, title, and interest in and to the System and the Services. You acknowledge that the System and the Services are proprietary to Voulait and are protected by applicable intellectual property and other proprietary rights, laws, and treaties, and that you acquire no ownership interest in the System or the Services by accessing the System or using the Services.

All trademarks, trade names, graphics, logos, and trade dress included in or made available through the System and Services are owned or licensed to Voulait, its licensors, and/or its suppliers and protected by U.S. and international trademark laws (collectively, the “**Marks**”). You agree that Voulait and its licensors own and retain all right, title, and interest (including all intellectual property rights) in and to the System, Services, and Marks (collectively, the “**Voulait Intellectual Property**”).

Nothing herein shall confer any grant or license of any Voulait Intellectual Property Rights, whether by estoppel, by implication, or otherwise. You are strictly prohibiting from using any Voulait Intellectual Property except as expressly authorized herein.

Subject to these Terms of Use, Voulait grants you a personal, non-exclusive, non-transferable, revocable, and limited license to access the System and use the Services solely for your personal use.

Use of the System and Services

Voulait reserves the right to do any of the following, at any time, without notice or liability: (a) terminate these Terms of Use; (b) refuse, restrict, suspend, discontinue, or terminate operation of or access to the System or use of the Services, or any portion thereof; (c) modify or change the System, the Services, or any portion thereof, and any applicable policies or terms; and (d) interrupt the operation of the System, the Services, or any portion thereof, as necessary to perform maintenance, error correction, or make other changes.

In connection with your access to the System and your use of the Services, you agree you will not (or allow or assist a third party to):

- (a) violate any applicable laws or regulations;
- (b) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the System or the Services;
- (c) access the System or use the Services for any unlawful, unauthorized, fraudulent or malicious purpose;

- (d) access the System or use the Services in a manner that could damage, disable, overburden, or impair any of Voulait's servers or networks or other users of System or the Services;
- (e) access the System or use the Services in a manner that could interfere with any other party's use and enjoyment of the System or the Services;
- (f) gain unauthorized access to any accounts, systems, or networks through hacking, password mining or any other similar means;
- (g) create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Voulait representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (h) access systems, networks, data, or information not intended by Voulait to be made accessible to a user;
- (i) upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- (j) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements) or that infringes any intellectual property or proprietary rights of any party;
- (k) upload or transmit viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of the System or the Services;
- (l) upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- (m) delete or revise any material posted by any other person or entity;
- (n) probe, scan, test the vulnerability of or breach the authentication measures of, the System or the Services or any related networks or systems without the express prior written consent of Voulait;
- (o) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any products or services if you are not expressly authorized by such party to do so;
- (p) harvest or otherwise collect information about others, including e-mail addresses;
- (q) use any robot, spider, scraper, or other automated or manual means to access the System or the Services, or copy any content, information, or data thereon; or
- (r) access the System or use the Services in a manner other than for their intended purpose.

Voulait reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms of Use, including, without limitation, the suspension or termination of your access and/or account. Voulait reserves the right at all times to disclose any information as Voulait deems necessary to satisfy the requirements of any applicable law, regulation, legal process or governmental request. You also agree to reimburse Voulait for any damage, loss, cost, or expense Voulait incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or

settlement of the foregoing) because of your access to the System or use of the Services for any unlawful or prohibited purpose.

Representations and Warranties

You represent and warrant that: (a) all information, data, materials, or other content that you submit to or through the System or the Services are and shall be true, accurate, complete, and suitable for the purpose which they are intended; and (b) your access to the System and use of the Services shall comply with all applicable laws and regulations.

Accounts, Logins, Passwords, and Security

In order to utilize certain Services on the System, you may need to set up an account (including establishing a login ID and password). You shall update your password at regular intervals, but in no class less frequently than once every six (6) months.

You are entirely responsible for maintaining the confidentiality of your account information, including your login ID and password, and for any and all activity that occurs under your account. You agree to notify Voulait immediately upon learning of any unauthorized access or use of your account, login ID, or password or any other unauthorized access or breach of security. However, you may be held liable for losses incurred by Voulait or any other person or entity due to another person using your account, login ID, or password.

We reserve the right to suspend or terminate your account for any reason without notice.

User Content

Any content, images, photographs, information, communications, or material of any type or nature that you submit to or post on the System by e-mail, posting, messaging, uploading, downloading, or otherwise (collectively, “**User Content**”) is done at your own risk and without any expectation of privacy. Voulait does not own any User Content provided via the System. You are fully responsible for all User Content, which must comply with these Terms of Use. You hereby agree that by submitting or posting such User Content, you grant Voulait a nonexclusive, unrestricted, irrevocable, worldwide, sublicensable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, such User Content. You hereby represent and warrant: (a) that you have the full legal right to so use such User Content; (b) the User Content are not confidential or proprietary to any third party; and (b) you are not using User Content in violation of any law, regulation, or contractual restriction.

You promise that you own all rights to your User Content or, alternatively, that you have the right to give Voulait the rights described above; you have paid and will pay in full any fees or other payments that may be related to the use of your User Content; and your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

You understand and acknowledge that you are responsible for any User Content you submit, and you, not Voulait, have fully responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Content posted by you or any other user of the System.

Voulait neither actively monitors general access to the System or the Services, nor exercises editorial control over any User Content. However, Voulait does reserve the right to monitor such User Content or other use at any time as it deems appropriate and to remove any User Content or other materials that, in Voulait's sole discretion, may be illegal, may subject Voulait to liability, may violate these Terms of Use, or are, in the sole discretion of Voulait, inconsistent with Voulait's intended purpose for the System or the Services.

Infringement Notices and Takedown

We prohibit the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that any material contained on the System infringes your copyright, you should notify us of your copyright infringement claim in accordance with the following procedure. We will process notices of alleged infringement received and will take appropriate action as required by the Digital Millennium Copyright Act, or DMCA. The DMCA requires that notifications of claimed copyright infringement should be sent to this System's Designated Agent who is:

Attn:

Kilpatrick Townsend & Stockton LLP
Attn: Marc Lieberstein
The Grace Building
1114 Avenue of the Americas
New York, NY 10036-7703
Email: info@voulait.com

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

- (a) Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;

- (d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Disclaimer of Warranties

THE SYSTEM AND THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

VOULAIT AND/OR OUR THIRD PARTY SUPPLIERS OR LICENSORS DO NOT REPRESENT, WARRANT OR COVENANT THAT THE SYSTEM AND THE SERVICES ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE IDENTIFIED OR CORRECTED, OR THAT THE SYSTEM AND SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SYSTEM OR THE SERVICES. WE MAKE NO WARRANTY THAT THE SYSTEM OR THE SERVICES WILL MEET YOUR REQUIREMENTS. IF YOU ARE DISSATISFIED WITH THE SYSTEM OR THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SYSTEM OR THE SERVICES.

VOULAIT PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE SYSTEM AND THE SERVICES WITHOUT NOTICE. FURTHER, VOULAIT ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SYSTEM OR THE SERVICES. VOULAIT SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE SYSTEM OR THE SERVICES.

Indemnity

You agree to indemnify, defend, and hold harmless Voulait, its affiliates, licensors, licensees, suppliers, or the officers, directors, employees, agents, and contractors of each of the foregoing (collectively, “**Voulait Parties**”) from and against any loss, damage, liability, claim, demand, cost, or expense (including attorneys' fees) in connection with, arising out of, or related to: (a) your access to the System and your use of the Services; (b) your User Content and any other content, data, or information that you submit, post to, or transmit through the System or Services; (c) your violation of these Terms of Use; and (d) your violation of any applicable law or regulation, or your violation of any rights of another. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms of Use.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VOULAIT PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, THE SERVICES, EVEN IF VOULAIT PARTIES WERE ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

WITHOUT LIMITING ANY OF THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, IF VOULAIT PARTIES ARE FOUND LIABLE TO YOU OR ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, OR THE SERVICES, THE VOULAIT PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS SHALL NOT EXCEED USD \$100.

Linked Websites

For your convenience, certain hyperlinks may be provided on the System and the Services that link to other websites or social media platforms which are not under the control of Voulait (the “**Linked Websites**”). Voulait does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. Voulait disclaims all liability for such websites, for all access to and use thereof, and for use of the links to such websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of Linked Websites and any purchases of products or services from such Linked Websites are subject to the terms and conditions of such other websites. You agree

that you will bring no suit or claim against Voulait arising from or based upon any use of Linked Websites.

Links to the System

You may not link to the System without the express prior written consent of Voulait. You agree that you will promptly remove any link to the System upon request of Voulait. In no event will you use any logo or trademark of Voulait as a link “button”, or in any other manner, without Voulait’s express prior written consent.

Disclaimer of Third-Party Information

To the extent that any information, material, or functionality on the System and Services is provided by third party content providers (“**Third-Party Materials**”), Voulait has no editorial control or responsibility over such Third-Party Materials. Therefore, any opinions, statements, products, services or other Third-Party Materials are those of the applicable third party. Voulait does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of any Third-Party Materials will not infringe rights of third parties not owned by or affiliated with Voulait.

General

These Terms of Use and any other terms by Voulait which reference these Terms of Use (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to the System and your use of the Services. You agree that you shall not contest the admissibility or enforceability of Voulait’s copy of these Terms of Use in connection with any action or proceeding arising out of or relating to these Terms of Use. Except as expressly provided for herein, these Terms of Use do not confer any rights, remedies, or benefits upon any person or entity other than you and Voulait. Voulait may assign its rights and duties under these Terms of Use at any time to any third party without notice. You may not assign these Terms of Use without the express prior written consent of Voulait. These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. To the extent any portion of these Terms of Use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect. Any waiver of any provisions contained in these Terms of Use by Voulait shall not be deemed to be a waiver of any other right, term, or provision of these Terms of Use. Any rights not expressly granted herein are reserved. Neither these Terms of Use, nor your access to the System or your use of the Services, create any partnership, joint venture, employment, or other agency relationship between Voulait and you. You may not enter into any contract on our behalf or bind us in any way.

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our

obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Governing Law, Claims Limitation, and Venue

These Terms of Use shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws, principles or rules. Any legal action brought by you that arises out of or relates to these Terms of Use or your access to and use of the System or the Services must be commenced within one year after the cause of action arises. You hereby expressly consent and irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in New York, New York for resolution of any matters related to interpretation, construction, or enforcement of these Terms of Use or otherwise in connection with these Terms of Use or otherwise related to or in connection with your access to the System and use of the Services. You further expressly waive any claim that venue is improper for any reason in these courts. YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF USE.

Contact Us

Voulait welcomes any comments or questions you may have regarding these Terms of Use, the System, and/or the Services. Please contact us with your comments or questions at info@voulait.com.