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By downloading or utilizing any Zego Inc. (a Delaware corporation, hereafter referred to as "The Company") web or mobile application ("Application"), installing, accessing, or using said Application or any portion thereof, you agree to the following terms and conditions (the "Terms and Conditions").

1. USE OF APPLICATION

- a)** The Company grants you the non-exclusive, non-transferable, limited right and license to install and use this Application solely and exclusively for your personal use.
- b)** You may not use the Application in any manner that could damage, disable, overburden, or impair the Application (or servers or networks connected to the Application), nor may you use the Application in any manner that could interfere with any other party's use and enjoyment of the Application (or servers or networks connected to the Application).
- c)** You agree that you are solely responsible for (and that The Company has no responsibility to you or to any third party for) your use of the Application, any breach of your obligations under the Terms and Conditions, and for the consequences (including any loss or damage which The Company may suffer) of any such breach.
- d)** You represent that you are at least eighteen (18) years old and reside in the United States or its territories or possessions.

2. PROPRIETARY RIGHTS & RESTRICTIONS

You acknowledge that (a) the Application contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) The Company and/or third parties own all right, title and interest in and to the Application and content, subject to The Company's privacy policy, that may be presented or accessed through the Application, including without limitation all Intellectual Property Rights therein and thereto. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

You agree that you will not, and will not allow any third party to, (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Application or content that may be presented or accessed through the Application for any purpose, unless otherwise permitted, (ii) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Application, (iii) use the Application to access, copy,

transfer, transcode or retransmit content in violation of any law or third party rights, or (iv) remove, obscure, or alter The Company's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application.

Additionally, you agree that you will not, and will not allow any third party to, (i) post or transmit through the Application any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law, or (ii) post or transmit through the Application any material which contains advertising or any solicitation with respect to products or services.

3. EXPORT RESTRICTIONS

The Application is provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access may not be legal by certain persons or in certain countries. If you access the Application from outside the United States, you are responsible for compliance with local laws. The Application may be subject to export controls or restrictions by the United States or other countries or territories. You agree to comply with all applicable U.S. and international export laws and regulations. These laws include restrictions on destinations, end users, and end use.

4. TERMINATION

These Terms and Conditions will continue to apply until terminated by either you or The Company as set forth below. You may terminate these Terms and Conditions at any time by permanently deleting the Application from your mobile device in its entirety. Your rights automatically and immediately terminate without notice from The Company or any third party if you fail to comply with any provision of these Terms and Conditions. In such event, you must immediately delete the Application.

5. INDEMNITY

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless The Company, its affiliates and subsidiaries and their respective directors, officers, owners, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from your use of the Application, including your downloading, accessing, installation, or use of the Application, or your violation of these Terms and Conditions.

6. DISCLAIMER OF WARRANTIES

a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE DISCRETION AND RISK AND THAT THE APPLICATION IS PROVIDED AS IS AND AS AVAILABLE WITHOUT WARRANTY OF ANY KIND.

b) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

c) TO THE FULLEST EXTENT PERMISSIBLE BY LAW THE COMPANY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE APPLICATION.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY (AND ALL ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, AGENTS, EMPLOYEES, INFORMATION PROVIDERS, SUBSIDIARIES, AFFILIATES, LICENSORS AND LICENSEES) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THIS APPLICATION OR ITS AFFILIATED COMPONENTS. IF YOU ARE DISSATISFIED WITH THE APPLICATION, ANY CONTENT THEREON, OR THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE APPLICATION. YOU ACKNOWLEDGE, BY YOUR USE OF THE APPLICATION, THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS ADDITIONAL TO THOSE CONTAINED HEREIN.

8. INCORPORATION BY REFERENCE

The Company's terms of use and privacy policy are hereby expressly incorporated herein by reference. Additionally, the purchase of any goods or services through the Application or the Company's Web Site shall be subject to the Company's terms of sale and subscription agreement.

9. PRIVACY POLICY

You acknowledge that when you download, install or use The Application, the Company may use automatic means to collect information about your mobile device and about your use of the Application. You also may be required to provide certain information about yourself as a

condition to downloading, installing or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect, or that you provide, through or in connection with this Application is subject to our privacy policy. By downloading, installing, accessing, using and providing information to or through this Application, you consent to all actions taken by The Company with respect to your information in compliance with The Company's privacy policy.

10. PASSWORDS; SECURITY

You may be required to register as an authorized user for access to certain areas of the Application, which may require both a user name and a password. You may also have to provide certain registration information, all of which must be accurate and updated. You are not allowed to share or give your username and password to anyone else. You are responsible for maintaining the confidentiality of your password. You acknowledge and agree that you shall have no ownership or other property interest in your account and/or user name, and you further acknowledge and agree that all rights in and to your user name and account are and shall forever be owned by and inure to the benefit of The Company. Failure to comply with the foregoing shall constitute a breach of these Terms and Conditions, which may result in immediate suspension or termination of your username and password. The Company will not be liable for any loss or damage arising from your failure to comply with these obligations. The Company reserves the right to delete or change usernames and passwords at any time and for any reason. The Company is not a home security company and is not liable for any loss or damage arising from security related issues or events.

11. MONITORING

The Company does not and cannot review all materials posted to the Application by users, and The Company is not responsible for any such materials posted by users. However, The Company reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in Company's sole discretion are objectionable or in violation of these Terms and Conditions.

12. LINKS AND THIRD-PARTY PROPERTY

The Application contains links and pointers to the other related World Wide Web Internet sites, resources, and sponsors of the Application. Links to and from Application to other third-party sites, maintained by third parties, do not constitute an endorsement by The Company or any of its subsidiaries or affiliates of any third-party resources, or their contents. You may link to the Company Application, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it; however, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of The Company without The Company's express consent.

The Application may allow you to access and interoperate with third party properties, software applications, and data services (“Third Party Property”). The Company does not control any Third Party Property to which you may connect using the Application and is not responsible for the practices of any third party. You acknowledge and agree that The Company is not liable for any loss or damage which may be incurred by you as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, products, or other materials on or available from Third Party Property.

13. DATA RATES AND FEES

Your network provider's messaging, data and other rates and fees may apply when you access the Application. Your network provider may prohibit or restrict downloading, accessing, installing or otherwise using the Application, and not all functions of the Application may work with your network provider or device.

14. FREE WILL

If you do not agree with these Terms and Conditions or cannot comply with them, then your choice is to not use the Application or do business with The Company. If you have specific questions about how these Terms and Conditions would apply to you or your situation, then please make best efforts to ask The Company prior to engaging in business with The Company.

15. AMENDMENTS

The Company reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms and Conditions, in whole or in part, at any time. Notification of changes will be posted on The Company’s Web Site and will be effective immediately. Your continued use of the Application following the posting of any amendment, modification or change shall constitute your acceptance thereof, so please periodically check these Terms and Conditions for updates. Should The Company make material changes to it, The Company will notify you by email at the primary email address specified in your account and/or through a notice in the Application. For that reason, among others, please make sure that we have an active and deliverable email address for you.

16. TRADEMARKS

You acknowledge that “Zego” is an impending trademark and/or service mark of Company. All other trademarks, service marks, and logos used in this Company Web Site are the trademarks, service marks, or logos of their respective owners.

17. NO INCLUDED MAINTENANCE AND SUPPORT

The Company may deploy changes, updates, or enhancements to the Application at any time. The Company may provide maintenance and support for the Application, but it has no obligation whatsoever to furnish such services to you and may terminate such services at any time without

notice. You acknowledge that neither Apple (for iOS Mobile App) nor Google (for Android Mobile App) has an obligation to furnish any maintenance and/or support services in connection with the Application.

18. DISCONTINUANCE

The Company may change, suspend or discontinue any aspect of its service at any time without notice or liability. The Company has the right to disable any account at any time in our sole discretion.

19. MISCELLANEOUS

a) These Terms and Conditions, along with the Company's privacy policy, terms of sale and subscription agreement, and terms of use, constitute the entire Agreement between you and The Company relating to the Application and govern your use of the Application, and completely replace any prior or contemporaneous agreements between you and The Company regarding the Application.

b) The failure of The Company to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision, which will still be available to The Company.

c) If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions is invalid, then that provision will be removed from the Terms and Conditions without affecting the rest of the Terms and Conditions. The remaining provisions of these Terms and Conditions will continue to be valid and enforceable.

d) The potential rights granted in these Terms and Conditions may not be assigned or transferred by you without the prior written approval of The Company. You are not permitted to delegate your responsibilities or obligations under these Terms and Conditions without the prior written approval of The Company.

e) These Terms and Conditions and your relationship with The Company under these Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Missouri without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to these Terms and Conditions shall be an appropriate state or federal court located within the state of Missouri.

f) ANY CAUSE OF ACTION YOU MAY HAVE WITH RESPECT TO YOUR USE OF THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.

20. CONTACT US

If you have any questions about these Terms and Conditions, the practices of our Company, or your dealings with the Application, you can contact us at legal@zego.io

