SAFEHUB INC.

TERMS OF SERVICE

Last Modified: 12/17/2025

Safehub Inc. ("***Safehub***," "***we***," "***our***," or "***us***") provides technology solutions designed to support informed decision-making following earthquakes. Our services and technology (collectively and individually, our "***Services***") include: (1) any website that may be accessed at https://www.safehub.io/ (or a successor site or subdomain) (each a "***Site***"); (2) our hosted Safehub Platform accessible through the Site ("***Platform***"); (3) the subscription and hosted services that may be accessed using the Platform ("***Subscription Services***"); (4) sensors and other hardware products that we provide to be used in connection with the Services ("***Safehub Products***"); (5) visual representations generated by Safehub that display the intensity and geographic distribution of ground shaking resulting from an earthquake event, which may be produced using data from Safehub sensors, third-party sources, or publicly available information ("***ShakeNet Maps***"), which may be delivered through the Platform or independently; (6) alerts delivered via email, text messages, and microsites; and (7) the documentation related to the foregoing we make available to you from time to time ("***Documentation***").

Additional terms applicable to your purchase of the Services may be set forth in an Order. An "***Order***" means Safehub's applicable ordering document or process, including a click-through flow, describing the Services you are ordering from us and, as applicable, their permitted scope of use. As applicable, the Order may identify: (a) the Services, including the type and quantity of Safehub Products (b) the term for Subscription Services, (c) any scope of use parameters and (d) the amount or rate you will be charged, the billing and renewal terms, applicable currency, and form of payment.

Certain services may be subject to additional terms and conditions specified by us from time to time, and your use of such services is subject to those additional terms and conditions, which are hereby incorporated into these Terms by reference.

The term "***you***," means any person or entity who accesses or uses any Services, including Authorized Users (as defined in Section 2(b)).

THESE TERMS OF SERVICE ("***TERMS***") ARE THE PRIMARY AGREEMENT THROUGH WHICH YOU MAY USE OUR PRODUCTS AND SERVICES.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. BY CLICKING "ACCEPT," "AGREE," OR A SIMILAR BUTTON, OR BY OTHERWISE INDICATING YOUR ACCEPTANCE, USING THE SERVICES (INCLUDING THE SITES), OR SIGNING AN ORDER THAT REFERENCES THESE TERMS, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH YOUR ACCESS TO, USE OF AND (AS APPLICABLE) PURCHASE OF THE SERVICES. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU CANNOT ACCESS AND USE THE SERVICES.

THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

No Professional Advice; No Engineering Advice. If the Services provide professional information (for example, facility damage information, regional damage information, engineering information, or financial information), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based solely upon any information contained in the Services. The decision to take action(s) following an earthquake, or to not take action, are dependent on many factors outside of the scope of the Services. The information provided in the Services is not intended to, and should not replace the judgement of, a qualified

engineer. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

1. Overview

(a) Eligibility. This is a legal contract between Safehub and you or the entity you represent in connection with your access and use of the Services. You may use the Services only if you can form a binding contract with Safehub, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. The Services are not available to any Users previously removed from the Services by Safehub.

(b) **Term and Termination**. These Terms will remain in full force and effect until the date of expiration or termination of your Subscription Services whether as set forth in the applicable Order, through account cancellation, non-renewal, or otherwise in accordance with these Terms, unless terminated in accordance with the provisions of these Terms. At any time, Safehub may (i) suspend or terminate your rights to access or use the Services or (ii) terminate these Terms with respect to you if Safehub in good faith believes that you have used the Services in violation of these Terms, including any incorporated guidelines, terms or rules. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate.

2. Accounts

(a) **Your Account**. To use certain parts of the Services, you may need to register for a user account ("***Account***") and provide certain information about yourself as prompted by the applicable registration form. By registering for an Account, you represent and warrant that: (i) all required registration information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) your use of the Services does not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to immediately notify Safehub of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. Safehub is not liable for any loss or damage arising from your failure to comply with the above requirements.

(b) **Authorized Users**. Individuals who are invited, enabled or permitted to access your Safehub Account are "***Authorized Users***." Authorized Users may have the ability to use the Services and monitor and control the Safehub Products. Authorized Users may also have the ability to view information and content across all Services connected to your Account. You are fully responsible for all actions taken by Authorized Users with respect to the Services. Each Authorized User is permitted to invite, enable or permit other individuals with the same access and ability to use your Account, and that these other individuals shall also be deemed "Authorized Users" for all purposes.

(c) **No Safehub Responsibility for Authorized Users**. Safehub is not responsible for any Authorized User's behavior, or for any personal injury, death, property damage, or other harm or losses arising from or relating to their use of the Services.

3. Access and Use of the Services

(a) **Grant of Platform Access**. Subject to these Terms, Safehub grants you a non-transferable, non-exclusive, right and license (without the right to sublicense) to access and use the Services by using the Platform for your internal business purposes only in accordance with the applicable Documentation.

(b) **Automatic Software Updates**. Safehub may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services ("***Updates***"). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to terminate your Account and stop using the applicable Products and Services. If you do not terminate a previously created Account, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Services and you agree to promptly install any Updates that Safehub provides. Your continued use of any Services is your agreement to these Terms with respect to

updated Services.

(c) **User Data, Output and ShakeNet Maps**. As part of the Services, Safehub will collect data and information that you and your Authorized Users provide to us or that is collected via the Platform and Safehub Products ("***Customer Data***"). You hereby grant to us, and represent and warrant that you have all rights necessary to grant to us, a non-exclusive, sublicensable, transferable, royalty-free right and license to use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and to modify and make derivative works of any and all Customer Data in order to: (a) provide and maintain the Services for you and for the limited purposes identified in our Privacy Policy; and (b) in a format that does not identify you, to improve our products and services and for our other business purposes, including the creation of ShakeNet Maps (and this derived data is deemed part of the Services). We will make available to you for download reports and other output of the Services including via the processing of your Customer Data ("***Output***"). We may also make available to you ShakeNet Maps. You may use the Output and ShakeNet Maps for your internal business purposes only unless we otherwise agree in writing. You shall not share the ShakeNet Maps or otherwise make available the ShakeNet Maps to any third party without our prior written consent in each case. You must not remove, minimize, block or modify the logos, copyright and other notices included in the Output and ShakeNet Maps. If you share your Output and ShakeNet Maps with our prior written consent, you must provide attribution to Safehub with respect to your use of the Services, Output or ShakeNet Maps as described in the Services or otherwise instructed to you in writing. You are not permitted to take screenshots of the Services or otherwise download output or information from the Services other than through the download function provided within the Services.

(d) **Safehub Products**.

(i) Shipping; Title and Risk of Loss. We will ship the Safehub Products F.O.B from any place we designate via the shipping method of our choice, on such other terms and conditions (such as applicable shipping and handling fees) that we may disclose to you at the time of your purchase. We do not guarantee the services of any shipping service, and delivery dates and times are estimates and are not guaranteed. Safehub may engage third-party logistics providers to facilitate the shipment and delivery of Safehub Products. We will, however, use commercially reasonable efforts to dispatch the Safehub Products to you as soon as reasonably possible after we accept your Order. You agree to not hold Safehub liable for any shipping issues. Most package carriers have a short time frame in which to initiate claims. We recommend that you inspect your package for damage immediately upon arrival. If there is a problem, contact the delivery service immediately to resolve any problems or contact Safehub at support@safehub.io.

(ii) Account Required. A Services account is required in order to activate and use the Safehub Products. The Services account registration will be offered to you in the Platform.

(iii) Software License. Subject to your compliance with these Terms, Safehub grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Safehub Products software (including the software pre-installed on Safehub Products) ("***Safehub Products Software***"), as part of your use of Safehub Products for your own personal, non-commercial purposes and for no other purposes. You may not (i) copy, modify or create derivative works based on the Safehub Products Software; (ii) resell, distribute, transfer, sublicense, lease, lend or rent the Safehub Products Software to any third party; (iii) reverse engineer, decompile or disassemble the Safehub Products Software; or (iv) make the functionality of the Safehub Products Software available to multiple users through any means. You acknowledge that Safehub may from time to time issue upgraded versions of the Safehub Products Software, and may automatically electronically upgrade the version of the Safehub Products Software that is on your Safehub Products. You consent to such automatic upgrading on your Safehub Products, and agree that such upgrades are Safehub Products Software under these Terms. Safehub reserves all rights in and to the Safehub Products Software not expressly granted to you under these Terms. All Safehub Products Software is protected by U.S. copyright law and international treaties. All Safehub Products Software is licensed to you, not sold. Third-party code incorporated in the Safehub Products Software may be covered by an applicable open source or third-party license licenses authorizing use of such code, and by using Safehub Products you agree to be bound by the terms thereof. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any

applicable end user license for such open source software. All Safehub Products Software and any related documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202.

(iv) Defects. If any defect arises during the term of your subscription to the Services or within three (3) years of the shipping date of the relevant Safehub Products, whichever is shorter, Safehub will, in its sole discretion and to the maximum extent permitted by law, either repair your Safehub Products using new or refurbished parts or replace your Safehub Products device with a new or refurbished Safehub Products functionally at least equivalent to yours. We will offer at no charge packaging and shipping for your return in the event you return Safehub Products due to a defect. To request a return or report a defect, please email our customer service department at support@safehub.io and provide your name, contact information and the Safehub ID number on the back of your Safehub Products. Nothing in this Section will reduce or otherwise affect your statutory rights in relation to Safehub Products.

(v) Restrictions; Warnings; Disclaimer. You may not resell or distribute the Safehub Products to any third party. Please carefully read any and all instructions that come with the Safehub Products, including instructions that may be available online at https://www.safehub.io/. You understand and agree that you assume all risk and liability, and we have no obligation or liability whatsoever to you or anyone else for any or all activities inconsistent with such instructions.

(e) **Privacy**. Please review Safehub's Privacy Policy, which describes practices regarding the information that Safehub may collect from users of the Services, including any Customer Data.

(f) **Security**. Safehub cares about the integrity and security of your personal information. However, Safehub cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

(g) **Modification of Services**. Safehub reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that Safehub will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

(h) **Internal Use Only**. You may use the Services, including Output and ShakeNet Maps, solely for your internal business purposes, and you shall not resell, sublicense, distribute, modify, create derivative works from, reverse engineer, or otherwise exploit the Services, Output, or ShakeNet Maps for commercial purposes, without Safehub's prior express written consent in each case.

4. Limitations, Requirements and Restrictions

(a) **Reliability and Availability**. While Safehub aims for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond Safehub's control, including cellular or Wi-Fi intermittency, Internet service provider uptime, mobile notifications and carriers, misuse or placement of the Safehub Products, among others. You acknowledge these limitations and agree that Safehub is not responsible for any damages allegedly caused by the failure or delay of the Services. In addition, you acknowledge that the Services, including remote access and mobile notifications, are not intended to be 100% reliable and 100% available. Safehub cannot and does not guarantee that you will receive notifications in any given time or at all. Safehub uses third-party cellular services to support the operation of its sensors. These services may experience interruptions or may not function at all times, including following an earthquake. Safehub is not responsible for any failures or interruptions in cellular service. You acknowledge that the availability of the Services is dependent on (i) your computer, mobile device, wiring, Wi-Fi network, Bluetooth connection, and other related equipment, (ii) your Internet service provider ("***ISP***"), (iii) your placement and installation of the Safehub Products in compliance with any instructions; and (iv) your cellular service provider ("***Carrier***"). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.

(b) **Temporary Suspension**. The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. Safehub does not offer any specific uptime guarantee for the Services.

(c) **System Requirements**. Certain Services may not be accessible without certain systems requirements being met, including without limitation: (i) an Account; (ii) mobile clients such as a supported phone or tablet (required from some functionality); (iii) a working Wi-Fi network in your building that is positioned to communicate reliably with the Safehub Products; (iv) always-on broadband Internet and cellular network access with bandwidth sufficient to support the Safehub Products you use; or (v) other system elements that may be specified by Safehub. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met.

(d) **Content Responsibility**. All Customer Data is your sole responsibility and Safehub will not be liable for any errors or omissions in any Customer Data. Additionally, Safehub cannot guarantee the authenticity of any data provided by any third-party. You acknowledge that all data and content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss, including property damage, to any party resulting therefrom. Safehub cannot control and has no duty to take any action regarding how you may interpret and use the Output or what actions you may take as a result of having been exposed to the Output, and you hereby release us from all liability for you having acquired or not acquired Output through the Services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SAFEHUB MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING ANY OUTPUT OR ANY OTHER DATA OR CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND SAFEHUB WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SAFEHUB MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES.

(e) **Acceptable Use**. The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services without Safehub's prior express written consent in each case; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services; (iii) you agree not to access the Services in order to build a similar or competitive product or service; (iv) except as expressly stated herein, no part of the Services, as applicable, may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, or any other system, device or property; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Services by means other than through the interface or features and functionalities that are provided by Safehub; and (viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services. You further represent, warrant, and covenant that the Customer Data and your use of the Services will not: (1) infringe or violate the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (2) violate any law, statute, ordinance or regulation; (3) be harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (4) incorporate into the Services any virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program; (5) jeopardize the security of your Account or anyone else's Account (such as allowing someone else to log in to the Services as you); (6) attempt, in any manner, to obtain the password, account, or other security information from any other user; or (7) violate the security of any computer network, or cracks any passwords or security encryption codes.

(f) **Compliance with Laws**. You agree that you (and not Safehub) are responsible for

ensuring that you comply with any applicable laws when you use the Services.

5. Third-Party Products and Services

(a) **General**. The Products and Services may rely on or interoperate with third-party hardware, software, products, and services, which are beyond Safehub's control, but their operation may impact or be impacted by the use and reliability of the Services ("***Third-Party Products and Services***"). You acknowledge and agree that: (i) the use and availability of the Services is or may be dependent on third-party product vendors and service providers, whose products and services may not operate in a reliable manner 100% of the time, and may impact the way that the Services operate, and Safehub is not responsible for damages and losses due to their operation (or failure to operate).

(b) **Third-Party Website Links**. The Sites may contain links to other web sites operated by third parties ("***Third-Party Sites***"). Such Third-Party Sites are not under our control. Safehub provides these links and referrals only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Sites. Your use of these Third-Party Sites is at your own risk.

(c) **Disclaimer and Release Regarding Third Party Products and Services**. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAFEHUB MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ABOUT ANY THIRD-PARTY PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, PARTNER PRODUCTS AND SERVICES, THIRD-PARTY SITES, EQUIPMENT, ISPS, AND CARRIERS. Accordingly, Safehub is not responsible for any Third-Party Products and Services or your use thereof, including, without limitation, any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to your use of any Third-Party Products and Services. You should contact the third party with any questions about their Third-Party Products and Services. In addition, Safehub hereby disclaims and you hereby discharge, waive and release Safehub and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services.

6. Ownership and Intellectual Property

(a) **Safehub Property**. You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets embodied in the Services, are owned by Safehub or its affiliates or its or their licensors. Your possession, access, and use of the Services does not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. Safehub and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. The Services are licensed to you, not sold, under these Terms. You may only copy parts of the Services (including this Site) on to your own computer for your own personal use or as otherwise permitted through the functionality of the Services. You may not use the content of the Services in any other public or commercial way nor may you copy or incorporate any of the content of the Services into any other work, including your own web site without the prior express written consent of Safehub in each case, provided that if the Services allow you to download and export Output, you may do so subject to the attribution requirements described in Section 3(c) above. You must have prior express written permission from us in each case before you can post or redistribute any portion of the Services. Other than with respect to your Customer Data, Safehub retains full and complete title to all content on the Services, including any downloadable software and all data that accompanies it. You must not copy, modify or in any way reproduce or damage the structure or presentation of the Services or any content therein.

(b) **Feedback**. You or consultants, contractors or other entities working on your behalf may choose to, or Safehub may invite you to submit comments, suggestions, or ideas about the Services, including how to improve the Services ("***Ideas***"). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Safehub under any fiduciary or other obligation. Safehub may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that Safehub does not waive any rights to use similar or related ideas previously known to Safehub, developed by its employees, or obtained from other sources.

7. **Indemnity**. You agree to defend, indemnify and hold Safehub and its directors, officers, employees, agents, representatives, licensors and suppliers, and its and their successors and assigns harmless from any damages, losses, liabilities, claims, demands, costs and expenses (including attorneys' fees) arising in connection with any third-party claim arising out of, related to or alleging: (i) your or any of your Authorized Users' use of the Services, including without limitation use of the Safehub Products, (ii) your or any of your Authorized Users' violation of these Terms, (iii) any Customer Data or Ideas provided by you or any of your Authorized Users; or (iv) your or any of your Authorized Users' violation of any law or the rights of any third party. Safehub reserves the right, at your expense, to assume the exclusive control of the defense and settlement of any claim for which you are required to indemnify Safehub and you agree to fully cooperate with our defense and settlement of such claims. You agree not to settle any such claim without Safehub's prior written consent. Safehub will use reasonable efforts to notify you of any such claim upon becoming aware of it.

8. **Disclaimer of Warranties**

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, AND WITHOUT LIMITING ANY OTHER WARRANTY DISCLAIMERS SET FORTH IN THESE TERMS OR THE APPLICABLE ORDER, TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(b) THE SERVICES AND ALL INFORMATION AND DATA AND INFORMATION PROVIDED TO YOU VIA THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WHERE AVAILABLE" BASIS, AND SAFEHUB AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE USAGE OF TRADE OR OTHERWISE;

(c) SAFEHUB AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS IN THE SERVICES WILL BE CORRECTED OR THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE; NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAFEHUB OR THOUGH THE SERVICES SHALL CREATE ANY WARRANTY;

(d) YOU ACKNOWLEDGE AND AGREE THAT THERE ARE CERTAIN RISKS INHERENT TO YOUR USE OF, AND OUR PROVISION OF, THE SERVICES, AND THAT THE SERVICES MAY NOT RESULT IN ANY SPECIFIED RESULT; YOU ACKNOWLEDGE AND AGREE THAT INFORMATION PROVIDED VIA THE SERVICES IS INTENDED TO BE INFORMATIVE, AND SHOULD NOT BE CONSTRUED AS ADVICE; AND THEREFORE, SAFEHUB HEREBY DISCLAIMS, AND YOU HEREBY EXPRESSLY RELIEVE SAFEHUB FROM, ANY CLAIMS, DAMAGES, COSTS, OR LIABILITIES THAT MAY ARISE FROM OR RELATE TO ANY ACTS OR OMISSIONS MADE BY YOU BASED IN WHOLE OR IN PART BASED ON ANY INFORMATION PROVIDED VIA THE SERVICES;

(e) SAFEHUB DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE PRODUCTS OR SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND SAFEHUB WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF SUCH PRODUCTS OR SERVICES;

(f) YOU ACKNOWLEDGE AND AGREE THAT THE SETTINGS CHOICES YOU MAKE WHEN YOU INSTALL, SETUP OR USE THE SERVICES CAN CAUSE DAMAGE OR LEAD TO NON-RECOMMENDED OPERATION OF YOUR CONNECTED EQUIPMENT OR SYSTEMS, AND YOU ASSUME ALL LIABILITY FOR SUCH DAMAGE WHEN YOU CHOOSE PARTICULAR SETTINGS OR SET OR ADJUST DEFAULTS; AND

(g) YOU ACKNOWLEDGE AND AGREE THAT ALTHOUGH SAFEHUB ATTEMPTS TO DISPLAY THE MATERIALS AND INFORMATION YOU VIEW ON THE SERVICES AS ACCURATELY AS POSSIBLE, WE DO NOT GUARANTEE THE ACCURACY OF SUCH MATERIALS AND INFORMATION.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO OR MAY NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS AND THE SUPPLEMENTAL DOCUMENTS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS AND ANY SUPPLEMENTAL DOCUMENTS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. **Limitation of Liability**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT WILL SAFEHUB BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICES, EVEN IF SAFEHUB KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT WILL SAFEHUB'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE GREATER OF THE FEES ACTUALLY PAID BY YOU TO SAFEHUB FOR THE SERVICES AT ISSUE IN THE SIX (6) MONTHS PRECEDING THE EVENT WHICH FIRST GAVE RISE TO LIABILITY OR TEN THOSAND U.S. DOLLARS ($10,000.00). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. SAFEHUB DISCLAIMS ALL LIABILITY OF ANY KIND OF SAFEHUB'S LICENSORS AND SUPPLIERS. UNDER NO CIRCUMSTANCES WILL SAFEHUB BE LIABLE IN ANY WAY FOR ANY CUSTOMER DATA OR OUTPUT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANYCUSTOMER DATA OR OUTPUT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CUSTOMER DATA OR OUTPUT POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

(b) FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO OR MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS AND THE SUPPLEMENTAL DOCUMENTS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS OR ANY SUPPLEMENTAL DOCUMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. **Fees and Payment**

(a) **Order Process**. After you submit an Order, we will review the information you provided for validity by verifying your method of payment and/or billing and/or shipping address. Orders may not be accepted based upon your location. We may contact you (via email or phone) if additional information is required to accept and process your Order. Invalid order information may result in delays processing your Order. Your receipt of an order confirmation from Safehub does not constitute Safehub's acceptance of your Order. Separate from the order confirmation, we may notify you of the acceptance of the Order. Without prior notification, Safehub reserves the right to: (i) limit the order quantity of Safehub Products; and (ii) refuse to provide the Services to any third party for any reason or no reason at all. If your Order is canceled or rejected, we will attempt to notify you using the information you have given us with your Order.

(b) **Fees**. You will pay all fees (the "***Fees***") in accordance with each applicable Order, by the due dates, in the currency specified and according to the payment terms specific in the Order. Except as otherwise specified in these Terms: (i) Fees are based on the Services purchased and not actual usage; (ii) payment obligations are non-cancellable and Fees paid are non-refundable; and (iii) for any Subscription Services, quantities purchased cannot be decreased during the relevant Subscription Term. Unless stated otherwise, Fees exclude taxes or charges ("***Taxes***") that may apply to your purchase. You are solely responsible for paying such Taxes. Certain Services may be provided to you at no cost, as specified in your Order or as communicated to you by Safehub in writing. In such cases, no Fees will be charged for those Services.

(c) **Cancellations; No Refunds**. You may cancel your Subscription Services at any time by emailing us at support@safehub.io, however there are no refunds. You will be responsible for all charges (including any applicable taxes and other charges) incurred with respect to any Orders processed prior to your cancellation of the Subscription Services. Note that merely unpairing a Safehub Product from a Subscription Services will not trigger cancellation of the Subscription Service. You will be responsible for all charges (including any applicable taxes and other charges) incurred with respect to any orders processed prior to your cancellation of the Subscription Services.

11. **Governing Law, Dispute Resolution, and Arbitration**

(a) **Governing Law**. These Terms shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted under or in connection with these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco, California for any actions for which Safehub retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Mateo County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

(b) **Arbitration**. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SAFEHUB. For any dispute with Safehub, you agree to first contact us at legal@Safehub.com and attempt to resolve the dispute with us informally. In the unlikely event that Safehub has not been able to resolve a dispute it has with you after sixty (60) days, you and Safehub each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof, by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Francisco, California, unless you and Safehub agree otherwise. If you are an individual using the Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Safehub from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

(c) **Class Action/Jury Trial Waiver**. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE PRODUCTS OR SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS YOU AND SAFEHUB AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND SAFEHUB ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

12. **Confidentiality**. "***Confidential Information***" shall mean the technology and proprietary information underlying the Services and all other information disclosed to you that Safehub characterizes as confidential at the time of its disclosure, or that reasonably ought to be understood by you as confidential, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and thereafter. You will not disclose Confidential Information except to employees and agents who need to know it and have agreed in writing to keep it confidential; only those parties may use the Confidential Information, and only to exercise your rights and fulfill your obligations under these Terms, while using at least a reasonable degree of care to protect it. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify Safehub in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these Terms, and you will cooperate with Safehub in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify Safehub prior to such disclosure to allow Safehub an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with Safehub in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements. You acknowledge that Safehub will be irreparably harmed if Confidential Information is distributed in breach of this Section, and that Safehub would not have an adequate remedy at law in the event of such an actual or threatened breach by you. Therefore, you agree that Safehub shall be entitled to seek injunctive relief against any actual or threatened breaches of this Section by you without the necessity of Safehub showing actual damages or showing that monetary damages would not afford an adequate remedy.

13. **General**

(a) **Modifications**. Safehub reserves the right to make changes to these Terms. Safehub will post notice of modifications to these Terms on this page. You should ensure that you have read and agree with the most recent set of Terms when you use the Services. Continued use of the Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the revised Terms. No other purported modification to these Terms will be effective unless in writing and signed by a duly authorized representative of Safehub.

(b) **Protection of Confidentiality and Intellectual Property Rights**. Notwithstanding the foregoing, Safehub may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.

(c) **Entire Agreement and Severability**. These Terms, together with all Orders, and any duly made modifications hereto and thereto, constitute the entire agreement between you and Safehub regarding their subject matter. All section titles are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, all other provisions will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable. Neither party is an agent or partner of the other party.

(d) **No Waiver**. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term and any other term. Any failure by Safehub to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

(e) **Survival**. Any term of these Terms that, by its terms or its nature, should survive the termination of your subscription to the Services shall survive accordingly, including without limitation the following: Sections 3(d)(iii), 3(h), 4(e), 4(f), 5(c) and 6 through 13 (inclusive) of these Terms.

(f) **Assignment**. Neither these Terms (nor any associated rights or obligations) may be assigned or otherwise transferred by you without Safehub's prior written consent. These Terms may be assigned by Safehub without restriction. These Terms are binding upon any permitted assignee.

(g) **Notifications**. Safehub may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Account, mobile notifications, hard copy, or posting of such notice on Safehub.com. Safehub is not responsible for any automatic filtering you or your network provider may apply to email notifications. Safehub recommends that you add @Safehub.com email addresses to your email address book to help ensure you receive email notifications from Safehub.

(h) **Publicity and Marketing**. Safehub may use Customer's name, logo, and trademarks solely to identify Customer as a client of Safehub on Safehub's website and other marketing materials and in accordance with Customer's trademark usage guidelines. Safehub will promptly stop doing so upon Customer request sent to info@safehub.io

(i) **Customer Service**. If you have any questions or concerns regarding the Services, or these Terms, please contact us at support@safehub.io.