

## CANOU TERMS OF USE

Last updated October 7th, 2021

### Agreement to terms

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Canou, a mark owned by OpenExO ("Company", "we", "us", or "our"), concerning your access to and use of the <http://www.canou.io/> website as well as any otherwise connected thereto (collectively, the "Site"). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST CONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 18 years old. Persons under 18 are not permitted to use or register for the Site.

### 1. Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property and all source code, database, functionality, software, website, designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyrights laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

### 2. User Representations

By using the Service, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Service; (5) you will not access the Service through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Service for any illegal or unauthorized purpose; and (7) your use of the Service will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

### **3. User Registration**

You may create your own Account, or use one assigned to you by an administrator, which may have additional terms, and the administrator may be able to access, disable, or control your account.

We reserve the right to limit your use of the Service, including the number of connections and your ability to contact other users. We reserve the right to restrict, suspend, or terminate your account if we believe that you may be in breach of this terms or law or are misusing the services.

You agree not to share your password or other access information to anyone else and acknowledge that you are the solely responsible for the activity that happens on or through your account. You agree to notify us promptly if you discover or suspect any unauthorized use of your account.

### **4. User Conduct and Prohibited Activities**

As we are a community, we encourage you to share meaningful information and to interact with other community members respectfully.

#### **Prohibited activities**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user on the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or Content contained herein.
4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
5. Use any information obtained from the Site in order to harass, abuse, or harm another person.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Site in a manner inconsistent with any applicable laws or regulations.
8. Use the Site to advertise or offer to sell goods and services.
9. Engage in unauthorized framing of linking to the Site.
10. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
11. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
12. Delete the copyright or other proprietary rights notice from any Content.
13. Attempt to impersonate another user or person or use the username of another user.
14. Sell or otherwise transfer your profile.
15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
16. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
17. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
19. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
21. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
22. Use a buying agent or purchasing agent to make purchases on the Site.

23. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
24. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

## **5. User Generated Contributions**

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

## **6. Contribution License**

By posting your Contributions you granted US a limited, non-exclusive and non-transferrable (except in connection with the sale or transfer of its business) license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display Your Content for the following limited purposes: (i) to maintain, provide and improve the Service; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such User Content is in violation of these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process that meets the requirements of the Terms or applicable Laws; and (v) as otherwise set forth in our Terms or as expressly permitted in writing by the User.

## **7. Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, without

acknowledgment or compensation to you. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **8. Third-Party Website and Content**

The Service and Websites may provide (1) information and content provided by third parties; (2) links to third-party websites or resources, such as sellers of goods and services; and (3) third-party products and services for sale directly to you. We are not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

## **9. Privacy Policy**

We have a separate Privacy Policy, which also governs your use of our Services (including our Website and any related apps); the policy explains how we collect, use, store data and protect privacy when you use our Services, and by using our Services you agree that we may use such data according to our policies. For more information, please check our Privacy Policy.

## **10. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY**

### **Notifications**

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by the Notification, a representative list of such works on the Site; (3) 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 us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) 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 (6) 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 upon.

### **Counter Notification**

If you believe your own copyrighted material has been removed from the Site as a result of a mistake or misidentification, you may submit a written counter notification to [us/our Designated Copyright Agent] using the contact information provided below (a "Counter Notification"). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following: (1) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled; (2) a statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which we are located; (3) a statement that you will accept service of process from the party that filed the Notification or the party's agent; (4) your name, address, and telephone number; (5) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (6) your physical or electronic signature.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless we first receive notice from the party filing the Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

Designated Copyright Agent  
María Velasco  
Attn: Copyright Agent  
3500 S DuPont Highway Suite YY 102 Dover DE 19901  
Dover, DE 19901  
United States  
legal@openexo.com

## **11. Our Software, Content and Platform**

For the duration of any agreement you have with us concerning access to our software and/or website, we give you a non-exclusive license to use our software as a part of the Services. The formal legal description of this license is a: "personal, worldwide, royalty- free, non-assignable and non-exclusive license," that is provided for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us in the manner permitted by these Terms.

You may not copy, modify, distribute, sell or lease any part of our Services, content, or software, and you are not permitted in any way, either directly or indirectly, to reverse engineer or attempt to extract the source code of that software or otherwise copy or take what we've developed, unless you have our written permission.

## **12. Governing Law**

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles.

## **13. Warranties, Disclaimers, and Limits**

Although we work hard to provide our Services using commercially reasonable skill and care, our promises about our Services have limits. Since these are important, they appear in "all caps."  
OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, WE DO NOT, AND OUR AFFILIATED

PARTIES DO NOT, MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. For example, we do not make any commitments about the content within or the specific functions of the Services, the results of using our Services or their availability to meet your needs. All Services are provided "as is." TO THE EXTENT PERMITTED BY LAW:

- WE EXCLUDE ALL WARRANTIES, INCLUDING (BUT NOT LIMITED TO) WARRANTIES LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- WE (AND OUR AFFILIATED PARTIES) WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.
- THE TOTAL LIABILITY FOR US AND OUR AFFILIATED PARTIES FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE LESSER OF: \$100 OR THE AMOUNT THAT YOU PAID US TO USE THE SERVICES DURING THE MOST RECENT 12 MONTHS OR THE MINIMUM AMOUNT PERMITTED BY APPLICABLE LAW. IN LIEU OF DAMAGES, WE MAY CHOOSE TO SUPPLY YOU WITH THE SERVICES AGAIN, AND YOU AGREE TO ACCEPT THIS AS SATISFACTION OF ANY CLAIM YOU MAY HAVE RELATED TO THOSE SERVICES.

IN ALL CASES, WE AND OUR AFFILIATES, SUPPLIERS, DISTRIBUTORS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## **14. Miscellaneous**

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the

provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **15. Contact Us**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

OpenExO Inc  
3500 S DuPont Highway Suite YY 102 Dover DE 19901  
Dover, DE 19901  
United States  
legal@openexo.com