

END USER LICENSE AGREEMENT (EULA)

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BY INSTALLING, ACCESSING, OR USING THE LICENSED APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS END USER LICENSE AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

This End User License Agreement ("Agreement" or "EULA") is a legally binding agreement between Adivo, a Limited Liability Company with its principal place of business located at 3300 Arctic Blvd Suite 201 PMB 1072 Anchorage, AK 99503 United States ("Licensor," "we," "us," or "our"), and you, the end user ("End User," "User," or "you"). This Agreement governs your download, installation, and use of the software or services, including any related documentation (collectively, the "Licensed Application" or "Software").

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1. SCOPE AND ACCEPTANCE OF AGREEMENT

1.1 Scope. This EULA applies to your access and use of the Licensed Application and any updates, modifications, or enhancements provided by Licensor, unless a separate license is provided for such updates.

1.2 Acceptance. By downloading, installing, or otherwise using the Licensed Application, you acknowledge that you have read and agree to abide by this Agreement. If you do not consent to any aspect of this EULA, you must not access or use the Licensed Application.

1.3 Additional Terms. You may be subject to additional terms, rules, or conditions, such as app store terms or third-party service terms. If there is any direct conflict between this EULA and third-party usage rules, the stricter rule will generally apply unless otherwise stated by the relevant service.

2. LICENSE GRANT AND RESTRICTIONS

2.1 License Grant. Subject to the terms of this EULA, Licensor hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, and revocable license to download, install, and use the Licensed Application on any supported device you own or control, strictly for personal or internal business purposes as permitted by the usage rules of your device's platform (e.g., Apple App Store, Google Play Store, or any other applicable platform).

2.2 Prohibited Uses. You agree that you will not:

- Reproduce, duplicate, or copy the Licensed Application (in whole or in part) beyond what is expressly permitted under this EULA.
- Sell, rent, lease, license, distribute, sublicense, or otherwise transfer the Licensed Application, or any copies of it, to any third party.
- Reverse engineer, decompile, decode, modify, disassemble, adapt, translate, create derivative works from, or attempt to derive the source code of the Licensed Application, in whole or in part, unless applicable law provides you a right to do so that cannot be lawfully excluded.
- Bypass or circumvent any security measures intended to prevent unauthorized copying or other unauthorized access to the Licensed Application.
- Use the Licensed Application in a way that violates any applicable local, state, national, or international law, regulation, or rule (including privacy or data protection regulations).

2.3 Ownership of Copies. All copies of the Licensed Application made pursuant to this EULA remain the property of Licensor. Any use, access, or copying of the Licensed Application in a manner not expressly authorized by this EULA may constitute infringement of intellectual property rights and a breach of this Agreement.

2.4 Commercial Use Limitations. Unless expressly permitted in writing by Licensor, you may not use the Licensed Application for commercial timesharing, rental, or service bureau purposes. This license is granted for your personal or internal business use only, as permitted under the usage rules of the platform on which you obtain the Licensed Application.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Licensor's Rights. The Licensed Application, including all related content, text, graphics, logos, designs, images, trademarks, service marks, code, data, and all other materials forming any portion of the Licensed Application, are owned by or licensed to Licensor. These assets are protected by intellectual property laws and international treaties. Except for the limited license granted herein, Licensor and its licensors retain all rights, title, and interest in and to the Licensed Application, including all intellectual property rights.

3.2 Third-Party IP. The Licensed Application may incorporate software, text, images, or other content owned by third parties. Any such third-party-owned content remains the property of the respective owners, and any use of such content is subject to the license terms provided by those owners.

3.3 Trademark Notice. All trademarks, service marks, trade names, and logos used within or in connection with the Licensed Application are proprietary to their respective owners. Nothing in this EULA grants you the right to use any trademark, service mark, trade name, or logo of Licensor or any third party, except as expressly described herein.

4. USE OF DATA AND PRIVACY

4.1 Data Collection. Licensor may collect, store, and use certain technical and related information about the devices on which the Licensed Application is installed and how the Licensed Application is used. Such data may include device information, system and application software data, peripheral hardware data, usage logs, error logs, and other diagnostic information.

4.2 Purpose of Collection. Any data Licensor collects may be used to:

- Provide, maintain, evaluate, and improve the Licensed Application's features and performance.
- Facilitate error resolution, updates, and technical support.
- Comply with legal or contractual obligations.
- Develop new products or services consistent with applicable privacy policies and regulations.

4.3 Privacy Policy. Your use of the Licensed Application is also governed by Licensor's privacy policy, which provides more detailed information on how personal data is handled. You acknowledge that you have read and understood the privacy policy, which can be found here: [Privacy Policy](#) Any personal data collected or processed by Licensor will be treated in accordance with that privacy policy and all applicable privacy laws.

4.4 Data Sharing. Licensor will not share, rent, or sell your personal data to third parties except as disclosed in our privacy policy. When the Licensed Application requires the sharing of personal data with third parties (e.g., processors or service providers), we will ensure such recipients adhere to privacy obligations consistent with applicable law.

5. USER-GENERATED CONTENT

5.1 User Contributions. The Licensed Application may allow you to upload, submit, post, display, or transmit content (collectively, "Contributions"). Contributions can include text, audio, video, images, or any other material. You acknowledge and agree that such Contributions:

- Do not violate any applicable laws, regulations, or third-party rights.
- Are not obscene, hateful, or otherwise objectionable in nature.
- Do not contain unauthorized or unsolicited advertising or promotional material such as spam, chain letters, or pyramid schemes.

5.2 Responsibility for Content. You are solely responsible for any Contributions you provide through the Licensed Application. Licensor disclaims any and all liability for Contributions posted by users. If the Licensed Application includes interactive features (e.g., chat functions, forums, or user-submitted reviews), you agree to use such features in compliance with all local, state, and federal laws and regulations.

5.3 User Content Warranties. By creating or sharing Contributions, you represent and warrant that you:

- Are the rightful owner of, or have obtained all necessary licenses or permissions to use, such Contributions.
- Have the written consent from any identifiable individual person featured or referred to in your Contributions.
- Have not included confidential or proprietary information of third parties without authorization.

6. CONTRIBUTION LICENSE

6.1 License to Licensor. By transmitting or otherwise making available your Contributions within or through the Licensed Application, you grant Licensor a perpetual, worldwide, non-exclusive, royalty-free, fully paid-up, irrevocable, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Contributions in any media formats now known or hereafter developed.

6.2 No Endorsement. Licensor has the right, but not the obligation, to review, reject, remove, or modify any Contributions that Licensor, in its sole discretion, determines to be unlawful or otherwise in violation of this EULA, without notice to you.

6.3 Ownership. Except for the licenses you grant in this section, you retain all ownership rights in your Contributions. Nothing in this EULA transfers ownership of your content to Licensor.

7. MAINTENANCE, SUPPORT, AND UPDATES

7.1 Licensor's Role. Licensor (and not the operator of any app store or marketplace) is solely responsible for providing any maintenance, technical assistance, or support related to the Licensed Application, unless otherwise stated in this EULA or required by the rules of an app marketplace.

7.2 No Guaranteed Updates. Although Licensor may periodically release updates, fixes, or enhancements (collectively, "Updates"), there is no obligation to provide them unless otherwise agreed in writing. Any Updates you receive become part of the Licensed Application and are governed by this EULA unless a different license is provided with the Update.

7.3 User Responsibilities. You understand that it is your responsibility to maintain internet access, device compatibility, and other system requirements necessary for the proper operation of the Licensed Application. You agree to promptly install any Updates to ensure the Licensed Application functions as intended. Licensor shall not be liable for errors or malfunctions resulting from your failure to install Updates or to use a compatible device or firmware version.

8. TECHNICAL REQUIREMENTS

8.1 Supported Platforms. The Licensed Application may be designed for use on specific operating systems or device types (e.g., iOS, Android, Windows). You agree that you will only use the Licensed Application on supported platforms that meet the minimum system requirements indicated by Licensor.

8.2 Hardware and Software. You are responsible for obtaining and maintaining compatible devices, hardware, and software needed to access and use the Licensed Application. Licensor is not obligated to provide support for devices that are no longer supported by the device's manufacturer or by the relevant operating system provider.

8.3 Modifications to Requirements. Licensor may modify system requirements at any time, and such modifications may require you to upgrade your device(s) or software to continue using the Licensed Application. Failure to do so may result in an inability to use some or all features of the Licensed Application.

9. NO WARRANTY / DISCLAIMER

9.1 Disclaimer of Warranties. To the fullest extent permitted by applicable law, the Licensed Application is provided on an “as is” and “as available” basis, without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of dealing. Licensor makes no warranty that the Licensed Application will meet your requirements or achieve any particular results, or that access to the Licensed Application will be uninterrupted, timely, secure, or error-free.

9.2 Bug-Free Operation Not Guaranteed. Licensor does not warrant that the Licensed Application will be free from bugs, viruses, interruption, errors, or other program limitations. Any use of the Licensed Application is at your own risk.

9.3 Third-Party Services. Licensor makes no warranty and assumes no responsibility for the accuracy, reliability, or currency of any information, content, or services provided by third parties that may be accessed or used in connection with the Licensed Application.

10. LIMITATION OF LIABILITY

10.1 Excluded Damages. To the maximum extent permitted by law, Licensor, its affiliates, directors, officers, employees, agents, or suppliers shall not be liable for any indirect, special, incidental, punitive, exemplary, consequential, or other damages whatsoever (including, but not limited to, damages for loss of profits, business interruption, loss of data, cost of substitute goods, lost savings, or any other pecuniary loss) arising out of or related to this EULA, the Licensed Application, or the use or inability to use the Licensed Application, even if Licensor has been advised of the possibility of such damages.

10.2 Scope of Liability. This limitation of liability applies to all causes of action, whether based in contract, tort, negligence, strict liability, or any other legal theory, even if a remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages; in such jurisdictions, liability is limited to the fullest extent permitted by law.

11. MAXIMUM LIABILITY

11.1 Aggregate Liability. Except where prohibited by law, in no event will Licensor’s total, aggregate liability to you for all claims arising out of or relating to the Licensed Application or this EULA exceed the total amount of fees actually paid by you to

Licensors (if any) for the Licensed Application during the twelve (12) months prior to the occurrence of the event giving rise to the claim.

11.2 Jurisdictional Limitations. Some jurisdictions do not allow the limitation of liability or the exclusion of implied warranties. If any jurisdiction deems a particular provision of this EULA to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this EULA shall remain in full force and effect.

12. PRODUCT CLAIMS AND INDEMNIFICATION

12.1 Product Claims. You acknowledge that Licensor, not any app store or distribution channel (such as Apple App Store or Google Play Store), is solely responsible for addressing any claims by you or any third party relating to the Licensed Application, including, but not limited to:

- Product liability claims.
- Claims that the Licensed Application fails to conform to any applicable legal or regulatory requirement.
- Claims arising under consumer protection, privacy, or similar legislation.

12.2 Indemnification. You agree to defend, indemnify, and hold harmless Licensor and its affiliates, officers, directors, employees, agents, and suppliers from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable attorneys' fees) arising out of or relating to:

- Your breach of this EULA.
- Your violation of any applicable laws, rules, or regulations.
- Your Contributions, including any claims arising from or related to such Contributions.
- Your use or misuse of the Licensed Application.

13. EXPORT CONTROLS

13.1 Export Compliance. You agree to abide by all United States, European Union, and other applicable export control laws and regulations. You shall not, directly or indirectly, export, re-export, transmit, or transfer the Licensed Application to any individual or entity where such export would violate applicable laws or regulations.

13.2 Restricted Parties. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or other applicable government embargo, nor are you included on any government list of prohibited or restricted parties.

14. TERMINATION OF LICENSE

14.1 Termination by Licensor. This EULA is effective until terminated by Licensor. Licensor may, in its sole discretion, suspend or terminate your license and access to the Licensed Application at any time if you fail to comply with this EULA's terms or for any other operational or business reason.

14.2 Termination by You. You may terminate this EULA at any time by uninstalling and ceasing all use of the Licensed Application, and by destroying any copies of the Licensed Application in your possession or control.

14.3 Effect of Termination. Upon termination for any reason:

- All rights granted to you under this EULA immediately cease.
- You must destroy all copies of the Licensed Application in your possession or control.
- Sections of this EULA that by their nature should survive termination (e.g., disclaimers, limitations of liability, indemnification) will remain in effect.

15. THIRD-PARTY BENEFICIARIES AND TERMS

15.1 Third-Party Platforms. You acknowledge that this EULA is between you and Licensor, and not with the app store or other platform through which you obtained the Licensed Application. Licensor, not such platform, is solely responsible for the Licensed Application and any content therein.

15.2 Third-Party Beneficiary. You agree that the app store or marketplace operator (e.g., Apple, Google) and their subsidiaries are third-party beneficiaries of this EULA and, upon your acceptance of its terms, they will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third-party beneficiary thereof.

15.3 Third-Party Services. The Licensed Application may include or link to third-party resources, websites, or services. Your interactions with these third parties are solely between you and the third party, and Licensor is not responsible for any terms or conditions, privacy policies, or other obligations applicable to your dealings with any third parties.

16. LEGAL COMPLIANCE

16.1 You Represent and Warrant. You represent and warrant that:

- You are not located in a country that is subject to a U.S. Government embargo or has been designated as a “terrorist supporting” country.
- You are not listed on any U.S. Government list of prohibited or restricted parties.
- You will comply with all applicable laws and regulations in your use of the Licensed Application.

16.2 Compliance with Industry-Specific Laws. The Licensed Application is not designed to comply with industry-specific regulations such as HIPAA, FISMA, or financial regulations unless otherwise stated. If your use of the Licensed Application is subject to such laws, you may not use the Licensed Application unless your specific regulatory requirements are satisfied by Licensor in writing.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

17.1 Governing Law. This EULA and any claim or dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its conflict of laws principles.

17.2 Choice of Forum. Any legal suit, action, or proceeding arising out of or related to this EULA shall be instituted exclusively in the courts located in Anchorage, Alaska. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

17.3 Waiver of Class Actions. You and Licensor agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

17.4 Dispute Resolution Process. Before filing any legal action, you agree to first contact Licensor at aktta1@gmail.com to attempt to resolve any dispute in good faith. If the matter is not resolved within a reasonable time (not to exceed 30 days), either party may initiate legal proceedings.

18. FORCE MAJEURE

Licensor shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, labor disputes, embargoes, government orders, fire, floods, earthquakes, or other natural disasters, or disruptions in internet or telecommunications services.

19. NOTICES

19.1 Method of Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder ("Notices") shall be in writing and addressed to Licensor at:

Adivo, LLC

3300 Arctic Blvd Suite 201 PMB 1072

Anchorage, AK 99503

United States

aktta1@gmail.com

19.2 Electronic Communications. You agree that Licensor may provide you with notices or other communications regarding the Licensed Application in electronic form. We may post notices on or through the Licensed Application or send them to an email address you provide. You consent to receive electronic communications and agree that all such communications constitute notice in writing.

20. SEVERABILITY

If any provision of this EULA is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted or reformed to the extent reasonably required to make it valid, enforceable, and consistent with the original intent. The remaining provisions of this EULA shall remain in full force and effect.

21. CHANGES TO THIS AGREEMENT

Licensor reserves the right to modify, amend, or replace this EULA at any time, in its sole discretion. If we make any material change to this EULA, we will provide notice through the Licensed Application or by other reasonable means. Your continued use of the Licensed Application after any such modifications indicates your acceptance of the

new terms. If you do not agree with any modification, you must discontinue use of the Licensed Application immediately.

22. ENTIRE AGREEMENT

This EULA, together with our Privacy Policy and any other legal notices or additional terms published by Licensor, constitutes the entire agreement between you and Licensor concerning the Licensed Application. It supersedes and replaces any and all prior or contemporaneous understandings, communications, and agreements regarding the Licensed Application. No oral or written statements or representations not contained in this EULA or other published policies shall be binding.

23. QUESTIONS AND CONTACT INFORMATION

If you have any questions, complaints, claims, or other inquiries regarding this EULA or the Licensed Application, please contact Licensor at:

Email: aktta1@gmail.com

We welcome your feedback and suggestions. However, any feedback or suggestions you provide may be used by Licensor without obligation to you.