

Bluwr Terms of Service

Last update: September 5, 2023

Welcome to Bluwr! Bluwr is a platform to create stories, learn from others and interact.

These terms of service (“Terms of Service”) set forth the agreement (“Agreement”) between you and Bluwr Inc. (“Bluwr” “we” or “us”). It governs your use of the products and services we offer through our Bluwr One website, BLUMYCELIUM, and Bluwr Store, including stories you create, content, comments and messages you post, and access to other user’s content (collectively the “Services”).

Please make sure to read it, because, by using the Services, you consent to these Terms of Service.

Using the Services

Use of the Services by anyone under 13 years of age is prohibited. You represent that you are at least the age of majority in the jurisdiction where you live or, if you are not, your parent or legal guardian must consent to these Terms of Service and affirm that they accept this Agreement on your behalf and bear responsibility for your use. If you are accepting these Terms of Service on behalf of someone else or an entity, you confirm that you have the legal authority to bind that person or entity to this Agreement.

Orders

Our order process is conducted by our online reseller Paddle.com. Paddle.com is the merchant of record for all our orders. Paddle provides all customer service inquiries and handles returns

Refund Policy

We offer a 30-day money back refund policy. If you wish to cancel a currently active product and wish to get a refund for that product within 30 days of your initial purchase, we may initiate a refund of no more than the amount you paid for the last billing cycle for that product if:

- The request for refund was made within 30 days of the initial purchase of the product.
- The request for refund was made via email at: contact@bluwr.com.
- The request for refund clearly states what product you wish to cancel and get a refund for.
- The request for refund was made by the owner of the account. We may ask for additional information to validate that you are the owner of the account.
- You have not requested or received a refund for this specific product before.

We will refuse a refund request if we find evidence of fraud, refund abuse, manipulative behaviour or violation of our Terms of Service.

Opening an account

You can't use all the functionalities of the Services without registering for an account. To get the most out of the Services, you'll need to register and open an account, choose a username, and set a password.

You're responsible for all the activity on your account, and for keeping your password confidential. If you share your account information with anyone, that other person may be able to take control of the account, and we may not be able to determine who is the proper account holder. We will not have any liability to you (or anyone you share your account information with) as a result of your or their actions under those circumstances. If you find out that someone used your account without your permission, you should report it at contact@bluwr.com.

Privacy Policy

Our privacy practices are set forth in our Privacy Policy. By use of the Services, you agree to accept our Privacy Policy, regardless of whether you are a registered user.

When you set up a profile, you will be asked to provide certain information about yourself. You agree to provide us accurate information when you create your account. We will treat information you provide as part of registration in accordance with our Privacy Policy. You should take care in maintaining the confidentiality of your login credentials.

Your Content

In your use of the Services and interaction with other users, you agree to follow the Content Guidelines at all times.

The Services enable you to add posts, texts, photos, videos, links, and other files and information to share with others. All material that you upload, publish or display to others via the Services will be referred to collectively as “Your Content.” You acknowledge and agree that, as part of using the Services, Your Content may be viewed by the general public.

You own all the rights to the content you create and post, subject to the non-exclusive rights granted below. If the content wasn’t yours to begin with, putting it on Bluwr doesn’t make it yours. Don’t submit content you don’t hold the copyright for (unless you have permission, including to grant Bluwr all the rights outlined in these terms)

License and Permission to Use Your Content

By submitting, posting, or displaying Your Content through the Services, you grant Bluwr and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable (through multiple tiers), license to use, copy, reproduce, process, adapt, modify, create derivative works from, publish, transmit, store, display and distribute, translate, communicate and make available to the public, and otherwise use Your Content in connection with the operation or use of the Services or the promotion, advertising or marketing of the Services or our business partners, in any and all media or distribution methods (now known or later developed), including via means of automated distribution, such as through an application programming interface (also known as an “API”). You agree that this license includes the right for Bluwr to make Your Content available to other companies, organizations, business partners, or individuals who collaborate with Bluwr for the syndication, broadcast, communication and making available to

the public, distribution or publication of Your Content through the Services or through other media or distribution methods.

This license also includes the right for other users of the Services to use, copy, reproduce, adapt, modify, create derivative works from, publish, transmit, display, and distribute, translate, communicate and make available to the public Your Content, subject to our Terms of Service.

You're responsible for the content you post. This means you assume all risks related to its publication and display, including someone else's reliance on its accuracy and any claims relating to intellectual property or other legal rights. You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others or violation of laws and regulations in connection with Your Content. You are responsible for ensuring that Your Content does not violate any applicable law or regulation. You agree to pay all royalties, fees, and any other monies owed to any person by reason of Your Content.

You acknowledge and agree that Bluwr may preserve Your Content and may also disclose Your Content and related information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any of Your Content violates the rights of third parties; (d) detect, prevent, or otherwise address fraud, security or technical issues; or (e) protect the rights, property, or personal safety of Bluwr, its users, or the public.

You understand that we may modify, adapt, or create derivative works from Your Content in order to transmit, display or distribute it over computer networks, devices, service providers, and in various media. We also may remove or refuse to publish Your Content, in whole or part, at any time.

You further give us the permission and authority to act as your nonexclusive agent to take enforcement action against any unauthorized use by third parties of any of Your Content outside of the Services or in violation of our Terms of Service.

Our Content and Materials

All intellectual property in or related to the Services (specifically including, but not limited to our software, branding, designs or the Bluwr logo, but excluding Your

Content) is the property of Bluwr or content posted by other Bluwr users licensed to us (collectively “Our Content and Materials”).

All data Bluwr collects (“Data”) about use of the Services by you or others is the property of Bluwr. For clarity, Data does not include Your Content and is separate from Our Content and Materials.

License and Permission to Use our Content

We grant you a personal, limited, non-exclusive license to use and access Our Content and Materials and Data as made available to you through the Services in connection with your use of the Services, subject to the terms and conditions of this Agreement.

Bluwr gives you a worldwide, royalty-free, revocable, personal, non-assignable and non-exclusive license to re-post a small portion of any story or post posted by other Bluwr users anywhere on the web, with the proper acknowledgement and subject to these Terms of Service.

We may terminate our license to you at any time for any reason. We have the right but not the obligation to refuse to distribute any content through the Services or to remove content. Except for the rights and license granted in these Terms of Service, we reserve all other rights and grant no other rights or licenses, implied or otherwise.

You may not copy or adapt any portion of our code or visual design elements (including logos) without express written permission from Bluwr or as set out in this clause. Please do not use our logo or trademarks in any way that might suggest Bluwr endorses a particular product or service, or you have a business relationship with Bluwr.

Please do not alter, stretch, condense, embellish, add sparkles to, or otherwise change our logo in any way.

Deleting Content

We have no obligation to delete content that you personally may find objectionable or offensive. We endeavor to respond promptly to requests for content removal, consistent with our policies and applicable law.

You can permanently delete your Bluwr account. If you close your account, it will first be deactivated and then deleted. When your account is deactivated, while it is not viewable on Bluwr, all of its content, including your comments and message posts to the Bluwr community, will remain except that it will be anonymized.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time and for any reason we deem appropriate. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

What You Should and Shouldn't Do

We expect all of our users to behave responsibly. Please review the Content Guidelines (as part of these Terms of Service), which is designed to ensure that everyone understands what the Bluwr community is all about and the values we treasure, to create a mature and thoughtful environment for everyone. Without restricting what's in the Content Guidelines, don't do any of these things while using the Services:

- **Don't try to disrupt Bluwr:** Don't try to interfere with the proper workings of the Services. Don't bypass any measures we've put in place to secure the Services. Don't try to damage or get unauthorized access to any system, data, password, or other information. Don't take any action that imposes an unreasonable load on our infrastructure, or on our third-party providers.
- **Don't try to steal Bluwr's intellectual property and know-how:** Don't take apart or reverse engineer any aspect of the Services in an effort to access things like source code, underlying ideas, or algorithms.
- **Don't harm anyone's computer:** Don't distribute software viruses, or anything else (code, films, programs) designed to interfere with the proper function of any software, hardware, or equipment on the Services.
- **Don't break the law:** Don't take any action that infringes or violates other people's rights, violates the law, or breaches any contract or legal obligations you have toward anyone.
- **Don't steal any content from Bluwr:** Don't change, translate, reproduce, distribute or otherwise create derivative works of any

content unless you get explicit consent from the author of that content.

Disclaimers and Limitations of Liability

Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

We are providing you with the Services, along with Our Content and Materials and the opportunity to connect with others, on an “as is” and “as available” basis, without warranty of any kind, express or implied. Without limiting the foregoing, Bluwr expressly disclaim any and all warranties and conditions of merchantability, title, accuracy and completeness, uninterrupted or error-free service, fitness for a particular purpose, quiet enjoyment, non-infringement, and any warranties arising out of course of dealing or trade usage.

Bluwr makes no promises with respect to, and expressly disclaims all liability for: (a) content posted by any user or third party; (b) any third-party website, third-party product, or third-party service listed on or accessible to you through the Services, including an integrated service provider or professional contributor; (c) the quality or conduct of any third party you encounter in connection with your use of the Services; or (d) unauthorized access, use or alteration of Your Content. Bluwr makes no warranty that: (i) the Services will meet your requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; (iii) the information that you may obtain from the use of the Services, a professional contributor, or any other user will be accurate or reliable; or (iv) the quality of any products, services, information, or other material obtained or purchased by you through the use of the Services will be satisfactory.

All content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such content. We may not monitor or control the content posted via the Services and we cannot take responsibility for such content. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive.

When you use the Services, you release Bluwr from claims, damages, and demands of every kind — known or unknown, suspected or unsuspected, disclosed or undisclosed — arising out of or in any way related to (a) disputes between users, or between users and any third party relating to the use of the Services and (b) the Services.

You agree that to the maximum extent permitted by law, Bluwr will not be liable to you under any theory of liability. Without limiting the foregoing, you agree that Bluwr will not be liable for any direct, indirect, incidental, punitive, consequential, special, or exemplary damages, loss of profits, business interruption, reputational harm, or loss of data (even if we have been advised of the possibility of such damages or such damages are foreseeable) arising out of or in any way connected with your use of, or inability to use, the Services. In no event shall Bluwr's liability for damages be in excess of (in the aggregate) one hundred Canadian dollars (\$100.00).

Your sole remedy for dissatisfaction with the Services is to stop using the Services.

You agree to release, indemnify, and defend Bluwr from all third-party claims and costs (including reasonable attorneys' fees) arising out of or related to: i) your use of the Services, ii) Your Content, iii) your conduct or interactions with other users of the Services, or iv) your breach of any part of this Agreement. We will promptly notify you of any such claim and will provide you (at your expense) with reasonable assistance in defending the claim. You will allow us to participate in the defense and will not settle any such claim without our prior written consent. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to this clause, in which case you agree that you'll cooperate and help us in asserting any defenses.

General Terms

Changes. We may amend this Agreement (including any policies, such as the Privacy Policy and Content Guidelines that are incorporated into this Agreement) at any time, in our sole discretion. If we amend material terms to this Agreement, such amendment will be effective after we send you notice of the amended

agreement. Such notice will be in our sole discretion, and the manner of notification could include, for example, via email, posted notice on the Bluwr website, or other manner. You can view the Agreement and our main policies at any time here. Your failure to cancel your account, or cease use of the Services, after receiving notification of the amendment, will constitute your acceptance of the amended terms. If you do not agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your account or to cease use of the Services.

No waiver and severability. If Bluwr doesn't exercise or enforce a particular right or provision under this Agreement, that doesn't mean we've waived that right or provision. If any provision of this Agreement is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement will remain in full force and effect.

Choice of law and jurisdiction. We at Bluwr encourage you to contact us if you're having an issue, before resorting to the courts or any other authority. If you are outside of Canada or the United States, in the unfortunate situation where legal action does arise, this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada that apply in Quebec, without regard to principles of conflicts of laws. You agree that any dispute or claim arising out of or in connection with this Agreement will take place in the courts of the Province of Quebec.

IMPORTANT ARBITRATION NOTICE: IF YOU ARE IN THE UNITED STATES OR CANADA, YOU AGREE THAT DISPUTES BETWEEN YOU AND BLUWR WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Assignment. You may not assign or transfer this Agreement (or any of your rights or obligations under this Agreement) without our prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. We have the right to assign, transfer, or delegate any of our rights and obligations under this Agreement without notice and without your consent. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.

Electronic Communications. You consent to receive communications from us by email in accordance with this Agreement and applicable law. You acknowledge and agree that all agreements, notices, disclosures and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.

Contact. Feel free to contact us with any questions or comments about these terms at contact@bluwr.com.

Paddle Invoiced Consumer Terms and Conditions

Paddle.com Market Ltd.

Judd House

18-29 Mora Street

London, EC1V 8BT

United Kingdom

Paddle.com Inc

3811 Ditmars Blvd,

1071, Astoria,

NY 11105-1803

USA

Last updated 15 February 2022.

Introduction to the Services

These terms and conditions create a contract ("Agreement") between you ("Buyer") and Paddle (as defined below) and govern your use of the Services.

Paddle is the Merchant of Record and authorised reseller of the Product for the Supplier, which means that you purchase the Product from Paddle using the Services, but the Product is licensed to you by the Supplier.

Please read the Agreement carefully. By placing an order with Paddle, you agree to the terms and conditions set out in both this Agreement and the Supplier Agreement.

WHERE A PRODUCT IS DIGITAL CONTENT WHICH IS IMMEDIATELY MADE AVAILABLE, BY DOWNLOADING OR OTHERWISE ACQUIRING THE PRODUCT, YOU CONSENT TO IMMEDIATE PERFORMANCE OF THIS AGREEMENT AND ACKNOWLEDGE THAT YOU WILL LOSE YOUR RIGHT OF WITHDRAWAL FROM THIS AGREEMENT ONCE THE DOWNLOAD OR APPLICABLE TRANSMISSION OF THE DIGITAL CONTENT HAS BEGUN

If you are a Consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this Agreement, including the Governing Law clause, affects your rights as a Consumer to rely on such mandatory provisions of local law.

Definitions and interpretation

"Confidential Information" means any commercial, financial or technical information; information relating to the Product; the Services; plans or strategy, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to this Agreement;

“Consumer” means a Buyer who is purchasing the Product or using the Services wholly or mainly for their personal use;

“Digital Content” means data which is produced and supplied in digital form;

"Paddle" means where the Buyer is purchasing the Product from within the United States, Paddle.com Inc whose office is at 3811 Ditmars Blvd,

1071, Astoria, NY 11105-1803, USA; and

otherwise, for sales of the Product made in the rest of the world: Paddle.com Market Limited whose office is at Judd House, 18-29 Mora Street, London, EC1V 8BT, UK

and in either case is also referred to in this Agreement as 'us', 'we', and 'our';

"Paddle Invoicing" means Paddle invoicing Buyers for the Product and collecting payment by bank transfer or other agreed payment method;

"Product" means the Supplier's software or digital product(s) and/or Digital Content licensed for use by the Buyer under the terms of the Supplier Agreement;

"Supplier" means the licensor of the Product;

"Supplier Agreement" means the Supplier's terms and conditions in respect of the Product;

“Services” means Paddle’s services through which you can buy, get, licence, rent or subscribe to the Product (and which for the avoidance of doubt includes Paddle Invoicing); and

“Transaction” means acquiring the Product via our Services for free or for a charge.

Contract Formation

By completing a Transaction through Paddle Invoicing, you make a binding offer to enter into a contract with Paddle, subject to the terms of this Agreement. The Transaction process consists of the following steps:

Step one: you select the desired Product and agree the terms of the Supplier Agreement;

Step two: your personal data, required for the Transaction, delivery of the Product and submitting invoices to you, is collected by us in accordance with the Privacy section below.

Step three: we will send you an email to the email address you provided in step two. The email will invite you to accept this Agreement and view the invoice for the Product.

Final step: You can pay the invoice for the Product by following the instructions on the invoice.

Your Agreement with Paddle is concluded upon the successful transmission of the Product and payment of the invoice in full, subject to the terms of this Agreement.

Software

Where any Product supplied is, or includes, software (“Software”), the Software is licensed by the relevant Supplier pursuant to the Supplier Agreement included with Software (or other applicable terms associated with non-Software Products, including recurring purchases or billing services) or otherwise agreed between you and the Supplier.

Payment, taxes and refunds

Paddle will charge your chosen payment method for any paid Transactions, including any applicable taxes according to the tax jurisdiction in which the Transaction is taken place. If you pre-order the Product, you’ll be charged upfront, during which time you can request a refund for whatever reason until the content is delivered, after which the standard refund policy applies.

You agree to receipt of all invoices and receipts in an electronic format, which includes email. Product prices may change at any time. If technical problems prevent or unreasonably delay delivery of the Product, your exclusive and sole remedy is either replacement of the Product or refund of the price paid, as determined by Paddle. When providing us with your information, you must ensure that it is up-to-date and accurate. Paddle will not be responsible for the event of non-receipt of the Product due to incorrect information being provided by you. To make amendments to your order, please contact us here. We reserve the right to not fulfil and to cancel orders if we do not receive payment.

Termination and Suspension of Services

If you fail, or Paddle suspects that you have failed, to comply with any of the provisions of this Agreement, Paddle may, without notice to you: (i) terminate this Agreement, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate your license to the Product; and / or (iii)

preclude your access to the Services. Paddle further reserves the right to modify, suspend, or discontinue the Services (or any part thereof) at any time with or without notice to you, and Paddle will not be liable to you or to any third party should it exercise such rights. To the extent possible, Paddle will warn you in advance of any modification, suspension or discontinuance of the Service. Termination of the Service will not affect any rights accrued thereunder or the Product that you have already acquired.

Where Paddle suspects that fraudulent activities are being conducted by you, we have the right to cancel and block your usage of our Services without notice. Paddle may also liaise with relevant authorities for law enforcement and financial crime prevention reasons and pass your details on to authorities should evidence be found confirming malicious or fraudulent or other criminal activity.

Consumer Right to Cancel

If you are a Consumer and unless the below exception applies, you have the right to cancel this Agreement and return the Product within 14 days without giving any reason. The cancellation period will expire after 14 days from the day after completion of the Transaction. To meet the cancellation deadline, it is sufficient that you send us your communication concerning your exercise of the cancellation right before the expiration of the 14 day period.

To cancel your order, you must inform Paddle of your decision. To ensure immediate processing, please do so by contacting us here. Please note that in respect of subscription services your right to cancel is only present following the initial subscription and not upon each automatic renewal.

You also have the right to inform us using a model cancellation form or by making any other clear, unambiguous statement through our available communication channels. If you use our “Contact Us” form online, we will communicate acknowledgment of receipt of your cancellation request to you without delay.

Effect of Cancellation

If you cancel this Agreement as permitted above, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Agreement.

We will make the reimbursement using the same means of payment as you used for the initial transaction and you will not incur any fees as a result of the reimbursement.

Exception to the Right to Cancel

Your right as a Consumer to cancel your order does not apply to the supply of Digital Content that you have started to download, stream or otherwise acquire and to Products which you have had the benefit of.

Refund Policy

Refunds are provided at the sole discretion of Paddle and on a case-by-case basis and may be refused. Paddle will refuse a refund request if we find evidence of fraud, refund abuse, or other manipulative behaviour that entitles Paddle to counterclaim the refund.

This does not affect your rights as a Consumer in relation to Products which are not as described, faulty or not fit for purpose.

Payment by wire transfer

It's your responsibility to provide us with the correct payment details (your unique bank transfer reference number), Company VAT / sales tax code and order information to avoid delays in your order fulfilment, as we may be unable to reconcile or refund such transactions. Orders, where payments are made via wire transfer, are not protected under the CCA (Consumer Credit Act) and are therefore not eligible for a refund. However, in cases where the transaction amount, including sales tax or where the sales tax refund is above \$ / £ / €100, you may be entitled to a refund including the sales tax you paid, at Paddle's discretion.

Indirect Sales Tax refund policy

If you've been charged sales tax on your purchase and are registered for sales tax in the country of purchase, you may be entitled to a refund of the sales tax amount if permitted by the laws applicable in such country. Sales taxes include VAT, GST, Consumption Tax and others as applicable from time to time. For wire transfers, please refer to the Wire Transfer section above for more information regarding eligibility of sales tax refunds.

You must contact Paddle within 60 days after completing the purchase to be eligible for a sales tax refund. This refund will only be processed upon the provision of a valid sales tax code for your country.

All refund requests received after 60 days from the date of the Transaction will not be processed.

Subscriptions

The Services may allow you to purchase access to Product on a subscription basis ("Paid Subscriptions"). Paid Subscriptions automatically renew until cancelled. We'll notify you if the price of a Paid Subscription increases and, if required, seek your consent to continue. You'll be charged between 00:00 and 01:00 (UTC) on

the day the Paid Subscription period renews. If you wish to cancel your subscription, please contact us here at least 48 hours before the end of the current billing period. Please make sure you provide your order number and the email address used to purchase the Product. Your cancellation will take effect at the next payment date. There are no refunds on unused subscription periods.

Certain Paid Subscriptions may offer a free trial before charging you. If you decide to unsubscribe from a Paid Subscription before we start charging your payment method, you must cancel the subscription before the expiration of the trial period by contacting us here. If we cannot charge your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled your Paid Subscription, you remain responsible for any uncollected amounts. We reserve the right to cancel your Paid Subscription if we are unable to successfully charge your payment method to renew your subscription.

Contract Changes

Paddle reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be communicated to you and if accepted, will be effective immediately and will be incorporated into this Agreement and will apply to the purchase of any further Products through the Services. In the event you refuse to accept such changes, Paddle will have the right to terminate the Agreement.

Transfer to Supplier

This Agreement and Paddle's rights and obligations under this Agreement will be transferred automatically to the Supplier upon receipt of a written notice from the Supplier requesting the transfer. In such circumstances:

The Supplier agrees to be bound by this Agreement in every way as if it were the original party to it in place of Paddle

You will perform the Agreement and be bound by its terms in every way as if the Supplier were the original party to it in place of Paddle.

Third party materials

Paddle is not responsible or liable for third party materials included within or linked from the Product or the Services.

Intellectual Property

You agree that the Services, including but not limited to content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by Paddle and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for in compliance with this Agreement. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell, or distribute the Services or Product in any manner, and you shall not exploit the Services in any manner not expressly authorised.

The Paddle name, the Paddle logo and other Paddle trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of Paddle in the U.K. and other countries throughout the world, you are granted no right or license with respect to any of the aforesaid trademarks.

Copyright notice

If you believe that any Products available through the Services infringe a copyright claimed by you, please contact Paddle at help@paddle.com.

Responsibilities and Limitation of Liability

Paddle disclaims any and all warranties, express, implied or statutory regarding the Services to the full extent permitted by law and in particular does not warrant that:

i) your use of the Services will be uninterrupted or error-free; ii) the Services or Products will be free from corruption, attack, viruses, interference, hacking or other security intrusion which shall be events of Force Majeure, and Paddle disclaims any liability relating thereto. You shall be responsible for backing up your own system, including any Product purchased, acquired or rented using the Service.

In no event will Paddle, its partners, service providers, affiliates or any of their respective directors, officers, employees or agents be liable to the Buyer for any special, incidental, indirect, punitive, exemplary or consequential damages, whether foreseeable or unforeseeable, which may arise out of or in connection with this Agreement, regardless of whether either party has been apprised of the possibility or likelihood of such damages occurring, or whether claims are based or remedies are sought in contract or tort otherwise.

You may have the benefit of a manufacturer's, licensor's or Supplier's warranty with the Products supplied and you should refer to the relevant documentation supplied with the Product in this regard (including the Supplier Agreement).

Waiver and Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect. Paddle's

acquiescence in the breach of a provision of this Agreement or failure to act upon such breach does not waive Paddle's right to act with respect to subsequent or similar breaches. Likewise, the delay or failure of Paddle to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Confidentiality

The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the confidentiality of such information in a manner consistent with the way a reasonable person would protect similar Confidential Information.

Privacy

Paddle will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Buyer data, as described in Paddle's Privacy Policy which can be found at paddle.com/legal/privacy (or such other URL that Paddle may provide from time to time).

Governing law

Specifically excluded from application to this Agreement is the law known as the United Nations Convention on the International Sale of Goods.

Consumers resident in the United States

This Agreement and the relationship between you and Paddle, and all Transactions shall be governed by and construed under the laws of the State of New York, including its Uniform Commercial Code, without reference to conflict of laws principles. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by binding arbitration in New York, NY under the Rules of Arbitration of

the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. Judgement on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision

All other Consumers

Except to the extent amended by any provisions of the law of the country in which you are resident, this Agreement and the relationship between you and Paddle, and all Transactions shall be governed by the laws of the England.