

WEBSITE TERMS OF USE

These Website Terms of Use ("**Terms**") set forth the legally binding terms and conditions that govern your use of the website located at <https://wordego.com> and its subdomains ("**Site**"). These Terms are entered into by and between you and Wordego Inc. and its affiliated entities ("**Company**"). By accessing or using the Site, you are accepting these Terms (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent). If you do not agree with all of the provisions of these Terms, do not access and/or use the Site.

1. ACCOUNTS

- 1.1. **Account Creation:** In order to use certain features of the Site, you must register for an account ("**Account**") and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: a) all required registration information you submit is truthful and accurate; b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. The Company reserves the right to suspend or terminate your Account at any time for any reason.
- 1.2. **Account Responsibilities:** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. ACCESS TO THE SITE

- 2.1. **License:** Subject to these Terms, the Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.
- 2.2. **Certain Restrictions:** The rights granted to you in these Terms are subject to the following restrictions: a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; b) you shall not modify, do derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; c) you shall not access the Site in order to build a similar or competitive website, product, or service; and d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.
- 2.3. **Modification:** The Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.
- 2.4. **No Support or Maintenance:** You acknowledge and agree that the Company will have no obligation to provide you with any support or maintenance in connection with the Site.
- 2.5. **Ownership:** You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content, are owned by the Company or the Company's suppliers. Neither these Terms (nor your access to the Site) transfer to you or any third party any rights, title, or interest in or to such intellectual property rights.

3. CONTENT

- 3.1. **User Content:** The Site may allow users to post, upload, or otherwise contribute ("**User Content**") to the Site. You retain ownership of any intellectual property rights that you hold in the User Content. By contributing User Content to the Site, you grant the Company a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, modify, publish, distribute, and sublicense the User Content in any and all media or distribution methods (now known or later developed). You also grant each user of the Site a non-exclusive license to access your User Content through the Site, and to use, reproduce, distribute, display, and perform such User Content as permitted through the functionality of the Site and under these Terms.
- 3.2. **Prohibited Content:** You may not contribute any User Content that: a) is illegal, threatening, pornographic, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; b) encourages conduct that would constitute a criminal offense, or that gives rise to civil liability; c) violates the intellectual property rights, privacy rights, or any other rights of any third party; d) contains any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, interfere with, intercept, or expropriate any system, data, or personal information; or e) is harmful to minors in any way.

- 3.3. **Monitoring:** The Company is not responsible for and does not endorse any User Content. The Company has no obligation to monitor User Content, but reserves the right to review, remove, or disable access to any User Content at any time and for any reason, without prior notice to you. The Company may also cooperate with law enforcement authorities in investigating and prosecuting users who violate the law.

4. TERMINATION

- 4.1. **Termination:** You may terminate these Terms at any time by closing your Account and discontinuing your use of the Site. The Company may terminate these Terms, or suspend or terminate your access to the Site, at any time for any reason, without prior notice to you.
- 4.2. **Effect of Termination:** Upon termination of these Terms, your right to access and use the Site will immediately cease. The following sections of these Terms will survive any termination: 3. Content, 4. Termination, 5. Warranty Disclaimers, 6. Limitation of Liability, and 7. Miscellaneous.

5. WARRANTY DISCLAIMERS

- 5.1. **Disclaimers:** The Site is provided “as is” and “as available” without any warranties of any kind, either express or implied. The Company specifically disclaims any and all warranties, including, but not limited to: a) any warranties concerning the availability, accuracy, reliability, completeness, or timeliness of the Site or its content; b) any warranties of merchantability, fitness for a particular purpose, or non-infringement; and c) any warranties arising out of course of dealing, usage, or trade. The Company does not warrant that the Site will operate uninterrupted or error-free, and you acknowledge that the Site may be temporarily unavailable from time to time for maintenance or other reasons.
- 5.2. **Third Party Content:** The Site may provide links to third party websites, services, or resources. You acknowledge and agree that the Company is not responsible or liable for the availability, accuracy, reliability, or quality of such third party websites, services, or resources, and that the Company does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such third party websites, services, or resources. You further acknowledge and agree that the Company will not be liable for any loss or damage that may arise from your use of or reliance on such third party websites, services, or resources.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Company will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the Site, these Terms, or your use of or inability to use the Site, including, but not limited to: a) any loss or corruption of data or other information; b) any unauthorized access to or alteration of your transmissions or data; c) any statements or conduct of any third party on the Site; d) any errors or omissions in the Site's content; or e) any loss or damage of any kind incurred as a result of your use of the Site, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Company is advised of the possibility of such damages.

7. MISCELLANEOUS

- 7.1. **Governing Law:** These Terms and your use of the Site will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws principles that may require the application of the law of a different jurisdiction.
- 7.2. **Dispute Resolution:** Any dispute arising out of or in connection with these Terms or the Site will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will be conducted in Dover, Delaware.
- 7.3. **Severability:** If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the court will give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.
- 7.4. **Entire Agreement:** These Terms constitute the entire agreement between you and the Company with respect to the Site, and supersede all prior communications and proposals, whether oral or written, between you and the Company.
- 7.5. **Waiver:** The failure of the Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.
- 7.6. **Changes to These Terms:** The Company reserves the right, at its sole discretion, to modify or replace these Terms at any time. The most current version of these Terms will be available on the Site. You are responsible for checking these Terms periodically for changes. Your continued use of the Site following the posting of any changes to these Terms constitutes acceptance of those changes.
- 7.7. **Contact Information:** If you have any questions about these Terms, please contact us at support@wordego.com.