Terms of Use

Vendasta Technologies Inc.

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Terms of Use

By accessing or using our website or the mobile version thereof (the “Site”) you are subject to this Acceptable Use Policy or Terms of Use (“TOU”). This TOU applies to the use of any product, service or the Site (collectively, the “Service”) provided by us (“Company”, “Vendasta”, “we”, or “our”) directly or indirectly from another third party.

By accessing or using the Service, including the mobile version thereof, you (the “User”) are subject to these TOU and Privacy Policy, available on our Trust Center at trust.vendasta.com. You acknowledge that you have read, understand and agree to be bound by these TOU and Privacy Policy.

> We reserve the right, at our sole discretion, to update these terms at any time. You agree to review this TOU on a regular basis. When we change this TOU, the last revised date will show.

Contents

1. **Registration and account security**
2. **Reporting suspected violations**
3. **Proprietary rights**
4. **Proper use**
5. **User content posted on the site**
6. **Mobile services**
7. **Share service**
8. **Developer terms**
9. **General terms**

1. Registration and account security

In consideration of your use of the Site, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

2. Reporting suspected violations

You may not use any of our services to send bulk emails, spam emails or any emails where you fail to provide a lawful basis for processing, including in accordance with the General Data Protection Regulation ("GDPR"). Any suspected violations, including this TOU and copyright complaints, please contact us at:

Security Team

security@vendasta.com

3. Proprietary rights

All content on the Site and available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Vendasta, its users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without our prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site.

Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to this TOU and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Vendasta, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications

regulations and statutes. Unless explicitly stated herein, nothing in this TOU shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

4. Proper use

You represent and warrant that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service, including emails sent, will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

In addition, you agree not to use the Service or the Site to:

- harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Service or the Site;
- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- upload, post, transmit, share, store or otherwise make available any videos other than those of a personal nature that: (i) are of you or your friends, (ii) are taken by you or your friends, or (iii) are original art or animation created by you or your friends;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including email addresses, Social Security numbers and credit card numbers;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another’s account, service or system without authorization from us, or create a false

identity on the Service or the Site; or

- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Vendasta, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Vendasta or its users to any harm or liability of any type.

5. User content posted on the site

You are solely responsible for the photos, profiles (including your name, image, and likeness), messages, notes, text, information, video, advertisements, listings, and other content that you upload, publish or display (hereinafter, "post") on or through the Service or the Site, or transmit to or share with other users (collectively the "User Content"). You may not post, transmit, or share User Content on the Site or Service that you did not create or that you do not have permission to post.

You understand and agree that we may, but are not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in our sole discretion, without regards to any standard of reasonableness, including User Content that in our sole judgment violates this TOU, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to us.

When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing.

You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will automatically expire; however, you acknowledge that we may retain archived copies of your User Content. We do not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these terms, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.

6. Mobile services

The Service includes certain services that are available via your mobile devices such as the ability to upload, download, browse sites or access other apps, subject to your carrier's terms and conditions. You should check with your carrier to find out what restrictions, if any, may be applicable to you. Your carrier's normal messaging, data and other rates and fees will apply.

By using mobile services, you agree that we may communicate with you regarding Software Solutions and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the mobile services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to the person that acquires your old number.

7. Share service

Company offers a feature whereby users of the Site can share with others or post to their own member profile, videos, articles and other Third Party Applications, Software or Content from, and/or links to, Third Party Sites through the Service (the "Share Service"). You acknowledge and agree that your use of the Share Services and all links, User Content or Third Party Applications, Software or Content shared through the Share Service is subject to, and will fully comply with the user conduct rules set forth above and the other terms and conditions set forth in this TOU.

8. Developer terms

Many of our Software Solutions use a set of Application Programming Interfaces ("APIs") and services provided by us that enable third party developers. If you use any of our developer tools, you will comply with our Developer Terms available on our Trust Center at trust.vendasta.com.

9. General terms

We may immediately suspend your access to the Service if you breach this TOU or do not respond to us in a timely manner after we have contacted you. We may also terminate our agreement for cause.

You acknowledge we may disclose information regarding your use of any of the Service to satisfy court order, regulation, law, governmental request, subpoena or any other legal process.

You are solely responsible for your interactions with other users or users of related third party sites. We do not control and are not responsible for what users post, transmit or share on the Site.