#### TERMS OF USE

## Last updated August 5, 2025

#### 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 Genboo LLC, a Delaware Limited Liability Company with registered address at 108 W. 13th Street, Suite 100, Wilmington, DE 19801, USA, ("Company", "we", "us" or "our"), concerning your access to and use of the <a href="https://genboosoftware.com/">https://genboosoftware.com/</a> website, as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the "Site").

By accessing the Site, you agree that 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, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND MUST DISCONTINUE 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 intended only for users who are at least 18 years old Persons under the age of 18 are not permitted to use or register for the Site.

### INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics (collectively, the

"Content"), along with any trademarks, service marks, and logos contained therein (the "Marks"), is proprietary to us, controlled by us, or licensed to us. The Content and Marks are provided "AS IS" for your informational and personal use only. Except as explicitly permitted in these Terms of Use, no part of the Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without our prior express 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.

## **USER REPRESENTATIONS**

By using the Site, you represent and warrant that:

- You have the legal capacity and agree to comply with these Terms of Use;
- You are not a minor in the jurisdiction in which you reside;
- You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
- You will not use the Site for any illegal or unauthorized purpose;
- Your use of the Site 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 Site (or any portion thereof).

### 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 of the Site, you agree not to:

 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;

- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- 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 the Content contained therein:
- Engage in unauthorized framing of or linking to the Site;
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming, that interferes with any party's uninterrupted use and enjoyment of the Site;
- Use any information obtained from the Site in order to harass, abuse, or harm another person;
- Use the Site in a manner inconsistent with any applicable laws or regulations;
- Use automated scripts, bots, or other systems to access the Site for unauthorized purposes.

### **USER GENERATED CONTRIBUTIONS**

The Site does not offer users the ability to submit or post content.

# PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy.

# **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site. We reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site (including blocking certain IP addresses) to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms of Use or of any applicable law or regulation. We may terminate your use or participation in the Site or delete your account without warning.

#### **GOVERNING LAW**

These Terms shall be governed by and defined following the laws of Delaware, United States of America . Genboo LLC and yourself irrevocably consent that the courts of Delaware, United States of America shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

### **DISPUTE RESOLUTION**

All disputes related to these Terms or the relationship established by this agreement will be resolved in Delaware, United States courts.

# DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

## LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE.

## **CONTACT US**

If you have any questions regarding the Site or need further information, please contact us at info@genboosoftware.com.