

COVEY

Terms of Service

Summary:

- By using our website you agree to the terms of service
- Covey IO Corp is granting you a right to use our service
Pro and Enterprise users OWN their data.
Free users DO NOT OWN their data
- Pro user monthly fee is \$10, we may change this rate in the future
- Users can cancel anytime,
- If Covey IO Corp fails to provide services as described, users are credited pro-rata for the period of disruption
- Covey IO Corp may provide data to third parties to improve the performance of the website, if so we will make all data anonymous

THESE TOS ARE A LEGAL AGREEMENT BETWEEN YOU AND COMPANY, AND INCLUDE LIMITATIONS OF LIABILITIES AND REMEDIES, CLASS ACTION AND JURY TRIAL WAIVERS, AND OTHER PROVISIONS LIMITING YOUR RIGHTS. PLEASE READ CAREFULLY.

BY CLICKING “I AGREE” OR ACCESSING OR USING THE WEBSITE, APPLICATION OR RELATED MATERIALS AND SERVICES, INCLUDING COMPANY’S FREE OR PREMIUM SERVICES (COLLECTIVELY, THE “**SERVICES**” OR “**PLATFORM**”) IN ANY WAY AS MADE AVAILABLE OR ENABLED BY COVEY IO CORP. (“**COMPANY**”), YOU AGREE TO THESE TERMS OF SERVICE (THE “**TOS**” OR “**AGREEMENT**”). You may not access or use the Services, or accept these TOS, if (a) you are not of legal age to form a binding contract with Company; or (b) you are prohibited by law from receiving or using the Services.

Company makes certain functions and features of the Services available without charge, such as Company’s Free Plan (the “**Free Services**”) and other functions and features of the Services for a charge such as Company’s Pro and Enterprise Plans (“**Premium Services**”).

Company may change these TOS from time to time at its sole discretion, and if Company makes any substantial changes, Company will inform you by sending an email to the last email address you provided to us and/or by posting notice of the change on the Platform. Your continued use of the Service constitutes your acceptance of the changes. Please regularly check the TOS.

1. **Scope.** These TOS represent the entire understanding regarding the Services and will control over any different or additional terms or conditions of any purchase order or other non-Company ordering document, and no terms or conditions included in any such order or other non-Company ordering document will apply to the Services or bind Company in any way. These TOS can only be modified by Company as described herein.
2. **Right to Access and Use the Services.**

2.1 Company grants to you, a nontransferable, nonexclusive, worldwide limited right to access, use or benefit from the Services as made available by Company, subject to the other provisions of these TOS and Company's documentation relating to the Services.

3. Usage Restrictions and Representations.

3.1 You will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or materials related to, or provided with, the Services ("**Software**"); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or Software; (iv) use, access or otherwise exploit the Services to build or support, and/or assist a third party in building or supporting, products or services competitive to Company's Services or Software; or (v) remove any proprietary notices or labels from the Services or Software. You will use the Services and Software only for your own internal business operations, and not for the operation of a service bureau or timesharing service, or otherwise for the benefit of a third party.

3.2 You will not knowingly or willfully access or use (or try to access or use) the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Company's provision of the Services to other users. You will be responsible for maintaining the security of your equipment and ancillary software, resources, and services needed to connect to, access or otherwise use the Services, including, without limitation, computers, computer operating system and web browser and your account access passwords. You and Company agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services. You will be liable for all of your acts and omissions and any acts or omissions by a third party under your credentials.

4. Ownership.

4.1 Company owns or has rights to all intellectual property rights in and to the Services and Software (including all derivatives or improvements thereof). All suggestions, enhancements requests, feedback, recommendations or other similar input ("**Feedback**") provided by or on behalf of you relating to the Services or Software will be owned by Company, and You hereby assign any rights you may have in or to the Services, Software, or such Feedback to Company, and agree to take all reasonable acts necessary to accomplish the foregoing ownership transfer. Any rights not expressly granted herein are reserved by Company.

4.2 Except as otherwise provided in Section 4 or 10, if you are a user of Premium Services, You own any data, information or material originated by You that You submit in the course of using the Services ("**Your Data**"). Company has no ownership rights in or to Your Data. If you are a user of Free Services, Company will own any data, information or material originated by You that You submit in the course of using the Services ("**Company Data**", and together with Your Data, "**User Data**"). You will be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to User Data. Your Data will be deemed to be Your Confidential Information pursuant to Section 9 below. Company Data will be deemed to be Company Confidential Information pursuant to Section 9 below. You represent and warrant that you have the right and all consents necessary to provide and input User Data into the Services and for Company to process User Data as contemplated herein.

4.3 Company rights to Your Data. You hereby grant Company an irrevocable, royalty-free, non-exclusive, word-wide license to use Your Data in connection with the Services. Notwithstanding the foregoing, Company shall not sell or sublicense any right to Your Data without your prior written

consent. Company reserves the right to display your user name on the Site's "Leaderboard", together with your rank, total return and exposure. If a user sets their profile to "Public", Company reserves the right to disclose all metrics tracked. Company does not guarantee the accuracy of any metrics.

5. Free and Premium Services: Billing and Payment.

5.1 **Free Services:** For so long as Company offers and provides you Free Services, you will not be obligated to pay Company for your access to or use of such Free Services.

5.2 Premium Services:

(a) Company may offer you Premium Services by making explicit that such Premium Services are subject to your payment to Company.

(b) Company will accept payment in US dollars. Company reserves the right at any time to change its prices and billing methods, either immediately upon posting or by e-mail delivery to you.

(c) All prices, fees and amounts due to Company are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties, except for the amounts we elect to collect from you and remit to the applicable taxing authority.

(d) If any fee is not paid in a timely manner, or Company is unable to process your payment using the information provided by you, Company reserves the right to revoke access to and use of the Premium Services with no liability to you.

(e) **THE FEES FOR YOUR PREMIUM SERVICES WILL BE BILLED ANNUALLY UNTIL YOU CANCEL YOUR ACCOUNT FOR PREMIUM SERVICES.** You can cancel your account by clicking on the (i) button on home page and selecting "Cancel Subscription". We will stop charging you at that point and your subscription will be valid for 30 days from your last payment.

(f) All fees and charges are nonrefundable and there are no refunds or credits, except as expressly provided otherwise.

6. Term and Termination.

6.1 These TOS will continue to apply until terminated by either you or Company as set forth below.

6.2 If you want to terminate, you may do so by (i) notifying Company at any time at the following email address info@covey.io; and/or (ii) closing your account for the Services, in accordance with Company's policies and/or procedures in the Platform.

6.3 Company may at any time terminate if (i) you have breached any provision of these TOS (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with these TOS); (ii) Company is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (iii) the provision of the Services to you by Company is, in Company's opinion, no longer commercially viable; or (iv) Company has elected to discontinue the applicable Services relating to you (or any part thereof).

6.4 Upon any termination, Your right to access and use the Services will terminate. Notwithstanding the foregoing, for up to 30 days following termination, Company will use commercially reasonable efforts to permit You to access the Services solely to the extent necessary for You to retrieve a file of Your Data then in Company's possession or control. You acknowledge and agree that Company has no obligation to retain Your Data and that Company may irretrievably delete and destroy Your Data after 30 days following the termination of the TOS.

7. Representations, Disclaimer of Warranties, Indemnities.

7.1 Each party represents and warrants to the other party that it has the power and authority to enter into these TOS. If you are paying for and using Premium Services, Company warrants to you that it will use commercially reasonable efforts to (a) perform the Services substantially in accordance with its documentation under normal use; and (b) provide the Services in a manner consistent with generally accepted industry standards. You must notify Company of any warranty deficiencies within 30 days from performance of the relevant Services in order to receive warranty remedies.

7.2 For breach of the express warranty set forth above, your exclusive remedy will be the re-performance of the deficient Services. If Company cannot or does not re-perform such deficient Services as warranted and the deficiency is material, you will be entitled to recover a pro-rata portion of the fees paid to Company for such deficient Services for up to the three (3) months (or the period in which the Services were deficient, if shorter) and such refund will be Company's entire liability. There are no warranties for Free Services.

7.3 The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company's reasonable control, but Company will use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled unavailability of the Services.

7.4 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, COMPANY AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SERVICES (INCLUDING SOFTWARE), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY. COMPANY AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR THE RESULTS YOU MAY OBTAIN BY USING THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF THE, SERVICES WILL MEET YOUR REQUIREMENTS.

YOU ACKNOWLEDGES THAT NEITHER COMPANY NOR ITS THIRD PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY COMPANY, THE SERVICES (INCLUDING SOFTWARE) ARE PROVIDED TO YOU ON AN "AS IS" BASIS.

8. **Limitation of Liability.** COMPANY WILL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, INACCURACY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY OR LOSS OF CAPITAL, OPPORTUNITIES, EARNINGS, BUSINESS, DATA OR YOUR INVESTMENT DECISIONS, ACTS OR OMISSIONS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OPPORTUNITIES, SAVINGS OR INVESTMENTS; (C) FOR ANY MATTER BEYOND IT'S REASONABLE CONTROL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS OR LIABILITIES TO YOU, EXCEED THE FEES PAID BY YOU TO COMPANY IN THE PRECEEDING 6 MONTHS OR FIFTY US DOLLARS (\$50 USD), WHICHEVER IS GREATER. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply.
9. **Confidential Information.** Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose information relating to the Disclosing Party’s business (hereinafter referred to as “**Confidential Information**” of the Disclosing Party). Such information includes, without limitation, Your Data, information related to your login identifiers and credentials and the nature and performance of your marketing programs. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except as expressly permitted in Section 10 below) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing will not apply with respect to Confidential Information after 30 days following the termination of these TOS or any Confidential Information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party; or (e) is required by law or court order to be disclosed.
10. **Statistical Information.** Notwithstanding anything else in these TOS or otherwise, Company may monitor your use of the Services and use or exploit Your Data in an aggregate or anonymous manner, to compile statistical and performance information related to the efficacy, provision and operation of the Services or to develop and commercialize new products or services. Company may make such information publicly available or provide to third parties, provided that such information does not incorporate Your Data in way that is directly traceable to you and/or identify your Confidential Information on a stand-alone basis. Company retains all intellectual property rights in such aggregated and/or anonymous information.
11. **Notices.** Company may give notice applicable to Company’s general customer and user base by means of a general notice on the Services portal, and notices specific to you by electronic mail to your e-mail address on record in Company’s account information. If you have a dispute with Company, wish to provide a notice under these TOS, or becomes subject to insolvency or other similar legal proceedings, you will promptly send an email to the company at info@covey.io.
12. **Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by: an act of war, terrorism, hostility, or sabotage or other criminal attack; act of God; electrical, internet, or telecommunication interruption or outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license) or changes in law hindering or preventing Company’s performance; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 20 days, either party may terminate upon written notice. This

section does not excuse either party of its obligations to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the Services provided.

13. General provisions.

13.1 Any action, Claim, or dispute related to these TOS or the Services will be governed by New York law, excluding its conflicts of law provisions, and controlling U.S. federal law. You also agree to exclusive jurisdiction and venue for any action, Claim or dispute in federal or state courts in New York County. The Uniform Computer Information Transactions Act will not apply to the TOS. In any action or proceeding to enforce rights under the TOS, the prevailing party will be entitled to recover costs and attorneys' fees. The failure of either party to enforce any right or provision in the TOS will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Except for actions for nonpayment or breach of either party's proprietary rights, no action, regardless of form, arising out of or relating to the TOS may be brought by either party more than two years after the cause of action has accrued. In addition, YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO A TRIAL IN FRONT OF A JURY AND AGREE TO A BENCH TRIAL SOLELY ON AN INDIVIDUAL BASIS – NOT ON A CLASS OR CONSOLIDATED BASIS.

13.2 These TOS represent the parties' entire understanding relating to the Services, and supersede any prior or contemporaneous, conflicting or additional communications. If any provision of the TOS is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

13.3 No joint venture, partnership, employment, or agency relationship exists between Company and you as a result of the TOS or use of the Services. You may not assign the TOS without the prior written approval of Company, such approval not to be unreasonably withheld or delayed, provided that such approval will not be required in connection with a merger or acquisition of all or substantially all of your assets. Company may freely assign these TOS at its discretion. Any purported assignment in violation of this Section will be void.