plugilo

# Plugilo Terms of Service

**Effective Date: March 1, 2026**

**THANK YOU FOR USING PLUGILO**

**IMPORTANT! PLEASE CAREFULLY READ THESE TERMS OF USE (“TERMS”), AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US. BY ACCESSING OR USING THE SITES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS SITE.**

## Introduction

These Terms govern your use of the website, of Plugilo.com, which is offered by and on behalf of Plugilo, Inc. (collectively, “Plugilo,” “we,” “us,” or “our”). Plugilo Further, these Terms also apply to the websites, web pages, interactive features, downloads, applications, widgets, blogs, and social networks, and other online or wireless offerings that are owned or operated by Plugilo or are branded or offered by Plugilo, whether or not that they are available through the web site or that interact with the web site and post a link to these Terms of Use, whether accessed via computer, mobile device or other technology (collectively, with Plugilo.com, the “Sites”). These Terms do not apply to any other website, app, service, technology, API, widget, platform, or channel, or any other products or features owned, operated, branded, or offered by Plugilo and its affiliated companies, or any offline activities by Plugilo (unless specifically stated).

In some instances, both these Terms and a separate document that provides additional conditions may apply to a service or product offered via the Sites, such as the Plugilo.com and other Plugilo-related global domains (“Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

For purposes of the General Data Protection Regulation (“GDPR”), if you are a resident in the EEA, Switzerland, or the UK, Plugilo, Inc. is the data controller of your personal information. Plugilo, Inc. is a US company with its registered office at 200 Continental Drive Suite 401, Newark, Delaware 19713.  Plugilo, Inc. is a Delaware corporation.

In addition, please review the Sites’ PRIVACY POLICY https://plugiloinc.com/knowledge-hub/plugilo-privacy-policy, which explains our information collection practices, such as the types of information we collect regarding visitors to the Sites, PRIVACY POLICY https://plugiloinc.com/knowledge-hub/plugilo-privacy-policy  how we may use that information. By using the Sites, you acknowledge and accept the Sites’ and consent to the collection and use of your data in accordance with the https://plugiloinc.com/knowledge-hub/plugilo-privacy-policy, By using the Sites, you further agree that Plugilo may change, alter, or modify the settings or configurations on your Internet Device (defined below) in order to allow for or optimize your use of the Sites.

You may not use the Service to do or share anything that is contrary to these Terms. For clarity, these Terms include and incorporate, by reference, the following policies:

Our Community Guidelines https://plugiloinc.com/knowledge-hub/plugilo-community-guidelines, which explain what is and isn’t allowed on Plugilo;

; and

**By accessing or using Plugilo, including any app, service, technology, API, widget, platform, channel, or any other products or features owned, operated, branded, or offered by Plugilo, you agree to be bound by these Terms. If you do not agree to our Terms, you must not access or use Plugilo or any of its apps, services, technologies, APIs, widgets, platforms, channels, or any other products or features of our company.**

# 1. The Service

Plugilo helps bring customers, producers, distributors, and affiliates together in an inspirational and efficient way to organize product information in new and improved ways. To do that, we show you things we think will be relevant, interesting, and personal to you, based on your on-site and off-site activity. To provide the Service, we need to

identify you and understand your interests, and we use your personal data and other information you submit to us. For more information, please read our Privacy Policy.

# 2. Using Plugilo

## a. Who can use Plugilo

You may use Plugilo only if you follow these Terms and all applicable laws. Using Plugilo may include downloading software to your computer, phone, tablet, or other device. You agree that we may automatically update that software, and these Terms will apply to any updates. When you create your Plugilo account, you must provide us with accurate and complete information.

**Any use or access to Plugilo by anyone under 13 is prohibited.**

If you are older than 13, you can use Plugilo if you are over the minimum age of consent in your country. If you are 13 to 18, you may only use the Service with your parent or legal guardian's permission. Your parents must contact us and give express written consent for you to use our services. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you and has contacted us at legal@plugilo.com to grant permission.

If we've previously deactivated your account for violating these Terms, any of our policies, or for legal reasons, you will not create a new Plugilo account without our express written permission, which is provided at our sole discretion.

In using Plugilo, you agree not to scrape, collect, search, copy, or otherwise access data or content from Plugilo in unauthorized ways, such as by using automated means (without our express prior permission), or access or attempt to access data you do not have permission to access.

You may not use, access, download, or otherwise make available the Service (including related software), except as authorized by applicable trade restrictions, including but not limited to US, EU, and UK sanctions and export controls. You agree not to use the Service for any purpose prohibited by applicable trade restrictions.

Any use of Plugilo not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

### b. Our license to you

Subject to your compliance with these Terms and our policies, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Service as contemplated under these Terms and our policies.

You may not permit Plugilo to be used by or for the benefit of unauthorized third parties. Nothing in these Terms will be construed to grant you any right to transfer or assign rights to access or use Plugilo. All rights not expressly granted to you are reserved by us and our licensors. Except as described in Section 3(b), you may not: (i) modify or make derivative works based upon the Service; (ii) reverse engineer the Service; or (iii) copy any features or functions of the Service.

### c. Use of Plugilo Enterprise Client Services

If you want to use Plugilo Enterprise Client Services for commercial purposes, you must create a business account and agree to our expressed Business Terms of Service found in our Client Master Services Agreement or other specific agreement provided to you by Plugilo, associated addenda, or other expressly tendered commercial agreement(s). If you do open an account for a company, organization, or other entity, then “you” includes you *and* that entity, and you represent and warrant that you, as an individual, are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf. To the extent that any provisions in the Business Terms of Service conflict with these Terms, the Business Terms of Service shall govern to the extent of the conflict.

## 3. Ownership of Materials

Materials. The Sites, or any of its apps, services, technologies, APIs, widgets, platforms, channels or any other products or features of our company, contain a variety of: (1) materials and other items relating to Plugilo and its products and services, and similar items from our member organizations and other third parties, including all layout, information, articles, opinions, other text, directories, guides, graphics, photographs, illustrations, images, video and audio clips, music, sounds, scripts, advertising and promotional materials, data, files, software, compilations, designs, technology, graphical interface, instructions, overall “look and feel” and the compilation, assembly, and arrangement of the materials of the Sites and any and all copyrightable material (including source and object code), (2) trademarks, logos, trade names, service marks, and trade identities, and the domain names and URLs associated therewith, whether registered or unregistered, and (3) other forms of intellectual property (all of the

foregoing collectively and individually are referred to as: “Materials”). The Materials may not be copied, reproduced, downloaded, or distributed in any way, in whole or in part, without the express permission of Plugilo, unless and except as is expressly provided in these Terms. *Any unauthorized use of the Materials is prohibited*.

- Ownership. The Sites (including past, present, and future versions) and the Materials are owned or controlled by Plugilo, our licensors, and certain other third parties. All right, title, and interest in and to the Materials available via the Sites are the property of Plugilo or our licensors or certain other third parties. They are protected by US, European, and other international copyright, trademark, patent, and other intellectual property rights and laws to the fullest extent permitted by law. Plugilo owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Materials on the Sites.

By providing any User Content on the Service, you grant us and our affiliates and service providers, and our users, a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, publicly perform or display, reproduce, save, modify, create derivative works, monetize, download, translate and distribute your User Content, including for the purpose of promoting and redistributing part or all of the Plugilo Service. Nothing in these Terms: (i) entitles you to any payments or the right to share in any revenue from any monetization of User Content; or (ii) restricts other legal rights we may have to User Content, for example, under other licenses. We reserve the right to remove, limit the distribution of, or modify User Content, or change the way it’s used in Plugilo. This not only includes User Content that we believe violates these Terms, but also our Community Guidelines, our Copyright Policy, our Trademark Policy, or any of our other policies, or other circumstances where we feel such action is in the best interest of Plugilo or our Users.

## a. Your License to Use Materials

- License. Subject to your strict compliance with these Terms and any Additional Terms, Plugilo grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Materials (excluding source and object code in raw form or otherwise, other than as made available to access and use via a standard web browser to enable display) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, an “Internet Device”) for your personal, non-commercial use only, and (ii) to use certain Materials that we may from time to time make available on the Sites explicitly for you for use as part of your User-Generated Content (defined below)

("Plugilo Licensed Elements"), but only for such purposes as may be explicitly stated at the time that the Plugilo Licensed Elements are made available on the Sites; but we and our licensors and certain other third parties, as the case may be, retain ownership of such Plugilo Licensed Elements. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Materials, and (ii) may be immediately suspended or terminated for any reason, in Plugilo's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Materials and/or Plugilo Licensed Elements, subject to certain Additional Terms.

- Rights of Others. In using the Sites, you must respect Plugilo's and others' intellectual property and other rights. Your unauthorized use of Materials may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. Plugilo respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Sites, then please see Section b. below.

## b. Copyright Infringement and Other Intellectual Property Complaints

- **DMCA Notice**. Plugilo will respond appropriately to notices of alleged copyright infringement that comply with the US Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Sites, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed or, if a single notification covers multiple copyrighted works, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Sites on which the material appears); (iv) your full name, address, telephone number, and email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if

you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and (vii) your electronic or physical signature.

Plugilo will only respond to DMCA Notices that it receives by mail, email, or facsimile at the addresses below:

By Mail:

Plugilo, Inc.

200 Continental Drive, Suite 401
Newark, Delaware 19713

Attn: Copyright Agent

(with subject “Copyright Complaints”) By email: legal@plugilo.com

For the EU and Germany:

plugilo Inc.

c/o DCI Database for Commerce and Industry AG

Enzianstr. 2

82319 Starnberg

It is often difficult to determine if your copyright has been infringed. Plugilo may elect not to respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Plugilo may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Plugilo's other rights, Plugilo may, in appropriate circumstances, terminate a repeat infringer's access to the Sites and any other website owned or operated by Plugilo.

- Counter-Notification. If access to the Sites to a work that you submitted to Plugilo is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of a mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information: (i) a legend or subject line that says: "DMCA Counter-Notification"; (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Sites from which the material was removed or access to it disabled); (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iv) your full name, address, telephone number, email address, and the username of your account; (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Northern District of Illinois), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and (vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, we may replace the material we removed (or stop disabling access to it) within not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this unless we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit seeking a court order restraining the person who provided the material from engaging in infringing activity relating to the material on the Sites. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

- Procedure for Alleging Infringement of Other Intellectual Property. If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the

Sites, then you may send us a written notice to the addresses set forth above that includes all of the following: (a) a legend or subject line that says: “Intellectual Property Infringement Notice”; (b) a description of the intellectual property that you claim has been infringed; (c) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Sites on which the material appears); (d) your full name, address, telephone number, and email address; (e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law; (f) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and (g) your electronic or physical signature.

We will act on such notices in our sole discretion. Any user of the Sites who fails to respond satisfactorily to Plugilo regarding any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

# 4. CONTENT YOU SUBMIT AND COMMUNITY USAGE RULES

**User-Generated Content.**

(i) General. Plugilo may now or in the future offer visitors to the Sites the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Sites (collectively, “submit”) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding Plugilo Licensed Elements included therein, “User-Generated Content”). Plugilo may do this through forums, blogs, message boards, social networking environments, social communities, email, and other communications functionality. Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content.

(ii) Non-Confidentiality of Your User-Generated Content. Except as otherwise described in the Sites' posted Privacy Policy or any Additional Terms, you agree that: (a) your User-Generated Content will be treated as non-confidential – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned, and (b) Plugilo does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon Plugilo's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. You acknowledge that the Internet may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content.

In your communications with Plugilo, please keep in mind that Plugilo does not accept or consider any unsolicited ideas or materials for products or services, or even improvements to products or services, such as ideas, concepts, inventions, or books (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you post on or send to us via the Sites are deemed User-Generated Content and licensed to us as set forth below. In addition, Plugilo retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Plugilo's receipt of your Unsolicited Ideas and Materials is not an admission by Plugilo of their novelty, priority, or originality, and it does not impair Plugilo's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

(iii) License to Plugilo of Your User-Generated Content. Except as otherwise described in any Additional Terms (such as a Promotion's (defined below) official rules), which govern the submission of your User-Generated Content, you hereby grant to Plugilo, and you agree to grant to Plugilo, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any media, software, formula, or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing,

manufacturing, and marketing products and/or services. In order to further effect the rights and license that you grant to Plugilo to your User-Generated Content, you also hereby grant to Plugilo, and agree to grant to Plugilo, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 4(A)(iii).

(iv) Plugilo's Exclusive Right to Manage All User-Generated Content. Plugilo may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content. Plugilo may, in its sole discretion, delete, move, reformat, remove, or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party. Plugilo reserves the right, however, to treat User-Generated Content on the Sites as content stored at the direction of users for which Plugilo will not exercise control except to block or remove content that comes to Plugilo's attention and is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable, or to enforce the rights of third parties or the content restrictions set forth below in the Rules (defined in Section 4(B) below) when notice of their violation comes to Plugilo's attention. Such User-Generated Content submitted by you or others need not, however, be maintained on the Sites by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Sites or elsewhere.

(v) Representations and Warranties Related to Your User-Generated Content. Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that, as to that User-Generated Content: (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant Plugilo the rights to it that you are granting by these Terms and any Additional Terms, all without any Plugilo obligation to obtain consent of any third party and without creating any obligation or liability of Plugilo; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to Plugilo's permitted uses and exploitation set forth in these

Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms (including the Rules) o

(vi) Enforcement. Plugilo has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at Plugilo's cost and expense, to which you hereby consent and irrevocably appoint Plugilo as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

**Community Usage Rules.** As a user of the Sites, these Community Usage Rules ("Rules") are here to help you understand the conduct that is expected of members of the Sites' online Community ("Community or Communities"). The Community is intended to provide you with access to features, including a discussion forum and informational resources, where you might find help with your questions from other Community Users who may post comments and answers. The thoughts and opinions expressed on the Community are those of the Community Users and not those of Plugilo, and Plugilo does not guarantee the accuracy of any information appearing on the Community. (i) Nature of Rules. Your participation in the Community is subject to all the terms in these Terms, including these Rules:

- Your User-Generated Content Must Be Yours. All of your User-Generated Content either must be original with you, or you must have all necessary rights in it from third parties, in order to permit you to comply with these Terms and any Additional Terms. Your User-Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User-Generated Content that belongs to others and pass it off as your own; this includes any content you may have found elsewhere on the Internet. If anyone contributes to your User-Generated Content or has any rights to your User-Generated Content, or if anyone appears in the User-Generated Content, then you must also have their permission to submit such User-Generated Content to Plugilo. (For example, if someone has taken a picture of you and your friend, and you submit that photo to Plugilo as your User-Generated Content, then you must obtain your friend's and the photographer's permission to do so.)
- Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family. If you choose to submit photos to the Sites, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit them.

- Act Appropriately. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your User-Generated Content might offend or embarrass someone, then chances are it will, and it doesn't belong on the Sites. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.
- Does your User-Generated Content contain music? Your User-Generated Content may not include any music unless the work and performance are original with you and/or you have all rights to the musical work (including any performances)—no jingles, sampling, or otherwise.
- Do Not Use for Commercial or Political Purposes. Your User-Generated Content must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.
- Do Not Use for Inappropriate Purposes. Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity.
- No violence. Your User-Generated Content may not promote violence or describe how to perform a violent act.
- Be Honest and Do Not Misrepresent Yourself or Your User-Generated Content. Do not impersonate any other person, user, or company, and do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.
- Others Can See. We hope you will use the Communities to exchange information and content and to discuss with other members. However, please remember that the Communities are public forums, and User-Generated Content you submit on the Sites within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Community spaces, and take care when disclosing this type of information to others.

- Don’t Share Other People’s Personal Information. Your User-Generated Content should not reveal another person’s address, phone number, email address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, requested explicitly by Plugilo.
- Don’t Damage the Sites or Anyone’s Computers or Other Internet Devices. Your User-Generated Content must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Sites or any computer or other Internet Device.
- You acknowledge and agree that you are solely responsible for your User-Generated Content.
- You grant Plugilo the right to use your Community username or profile picture on the Plugilo Sites, including, for example, displaying your Community username on your posts or replies on the Community.

If you submit User-Generated Content that Plugilo reasonably believes violates these Rules, then we may take any legal action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We reserve the right to request at any time proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the User-Generated Content in question being removed from the Sites.

(ii) **Your Interactions With Other Users; Disputes**. You are solely responsible for your interaction with other users of the Sites, whether online or offline. We are not responsible or liable for any user's conduct or content. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

- Alerting Us to Violations. If you discover any content that violates these Terms, then you may report it to legal@plugilo.com. For alleged infringements of intellectual property rights, see Section 3 above.

Following termination or deactivation of your account, or the removal of your User Content from Plugilo, we may retain your User Content for a reasonable period for backup, archival, or audit purposes. Our users may retain and continue to use, store,

display, reproduce, repost, modify, create derivative works, perform, and distribute any of your User Content that you or other users have stored or shared on Plugilo.

### c. Feedback

We value hearing from our users and are always interested in learning how we can make Plugilo even more awesome. If you choose to submit comments, ideas, or feedback, you agree that we have no obligation to keep your feedback confidential or to compensate you for the feedback. Do not submit any feedback that is confidential or owned by any third party. By accepting your submission, we don't waive any rights to use similar or related feedback previously known to us, or developed by our employees, or obtained from sources other than you.

### d. Our reporting channels

Plugilo offers reporting channels you can use to report content on Plugilo that you believe violates these Terms, our policies, or local law. We will review your report and take any appropriate action in a timely fashion. In using these channels, you agree to submit reports in good faith and not misuse any reporting or appeals channel by making baseless reports or appeals. Visit our Help Center https://www.plugilo.com/help to learn more about how to report content on Plugilo.

## 5. Security

We care about our users' security. While we work to protect the security of your User Content and account, we can't guarantee that unauthorized third parties won't be able to defeat our security measures. Keep your password secure and do not disclose it to any other person or entity. Please notify us immediately of any unauthorized access to your account or any other breach of security.

## 6. Third-party links, sites, and services

Plugilo may contain links to third-party websites, advertisers, services, software components, special offers, or other events or activities that are not owned or controlled by us. We don't endorse or assume any responsibility for any such third-party websites, information, materials, products, or services. If you access any third-party website, service, or content, etc. from Plugilo, you do so at your own risk, and you agree that we have no liability arising from your use of, purchase from, or access to any third-party website, service, or content, etc.

# 7. Site and Content Use Restrictions

- **Site Use Restrictions.** You agree that you will not: (i) aside from the purchase of goods or services offered for sale by Plugilo or its affiliates, use the Sites for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Plugilo trademarks or trade names; (iii) engage in any activities through or in connection with the Sites that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Plugilo; (iv) reverse engineer, decompile, disassemble, reverse assemble, or modify any Sites’ source or object code or any software or other products, services, or processes accessible through any portion of the Sites; (v) engage in any activity that interferes with a user’s access to the Sites or the proper operation of the Sites, or otherwise causes harm to the Sites, Plugilo, or other users of the Sites; (vi) interfere with or circumvent any security feature of the Sites or any feature that restricts or enforces limitations on use of or access to the Sites, the Materials, or the User-Generated Content; or (vii) otherwise violate these Terms or any Additional Terms.
- **Content Use Restrictions.** You also agree that, in using the Materials (other than your User-Generated Content that does not contain any Plugilo Licensed Elements): (i) you will not monitor, gather, copy, or distribute such Materials (except as may be a result of standard search engine or activity or use of a standard Internet browser) on the Sites by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Materials (including any images, text, or page layout); (iii) you will keep intact all trademark, copyright, and other intellectual property notices contained in such Materials; (iv) you will not use such Materials in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) you will not make any modifications to such Materials (other than to the extent of your permitted use of the Plugilo Licensed Elements, if applicable); (vi) you will not modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party website, or otherwise use or exploit such Materials in any way for any purpose except as

explicitly permitted by these Terms or any Additional Terms or with the prior written consent of an officer of Plugilo or, in the case of Materials from a licensor, the owner of the Materials; and (vii) you will not insert any code or product to manipulate such Materials in any way that adversely affects any user experience.

- **Availability of Sites and Materials.** Plugilo may immediately suspend or terminate the availability of the Sites and Materials (and any elements and features of them) for any reason, in Plugilo's sole discretion, and without advance notice or liability.
- **Reservation of All Rights Not Granted as to Materials and Sites.** These Terms and any Additional Terms include only narrow, limited grants of rights to Materials and to use and access the Sites. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Plugilo and its licensors and other third parties. Any unauthorized use of any Materials or the Sites for any purpose is prohibited.

## 8. Viral Content Distribution

Plugilo may grant you—but only through express written permission—the limited, revocable permission to engage in specific, expressly described personal uses of Materials as may from time to time be made available via forms of digital delivery on the Sites for such purposes ("Viral Distribution"). Express written permission for Viral Distribution may include these personal uses: (a) sending Materials to friends or acquaintances at no charge; (b) posting and displaying a copy of Materials on a personal web site; or (c) posting and displaying a copy of Materials on a third-party web site that permits users to post content, so long as the posting is allowed pursuant to the third-party site terms and conditions, and provided that the third-party web site does not charge for access to those materials or associate those materials with products, services, or advertising. If expressly permitted and made available on the Sites, you may engage in Viral Distribution pursuant to these Terms, but you may not make any use of or license, distribute, reproduce, or otherwise exploit any part of the Materials without our express written permission.

## 9. Membership & Registration

Certain areas of the Sites may require you to register as a member or subscriber or may otherwise ask you to provide information to participate in certain features or access certain Materials or User-Generated Content on the Sites. When you provide

information to the Sites, you agree to provide only true, accurate, current, and complete information and to update it as necessary to maintain its truth and accuracy. If you register with us, you agree to accept responsibility for all activities that occur under your account or password, if any, and you agree you will not sell, transfer, or assign your membership or any membership rights. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer (or other Internet access device, as applicable) so that others may not access the password-protected portion of the Sites using your name, in whole or in part. Plugilo reserves the right, in its sole discretion, to terminate your account or otherwise deny you access without notice or liability.

You agree that you will be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the Sites, and you will be responsible for all charges related thereto. We reserve the right to terminate your account or otherwise deny you.

## 10. Sweepstakes, Contests, and Promotions

Any sweepstakes, contests, or other promotions (any, a “Promotion”) that may be offered via the Sites may be governed by a separate set of rules that may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the Promotion, use of User-Generated Content, and disclosures about how your personal information may be used. It is your responsibility to read these rules to determine whether or not you want to and are eligible to participate, register, and/or enter, and to determine the applicable terms and conditions of the Promotion. By participating in a Promotion, you will be subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the identified sponsor(s).

## 11. Third-Party Links, Applications, and Content

**Linked Websites, Advertisements.** The Sites may contain links, as part of third-party ads on the Sites or otherwise, to or from third-party websites (“Linked Websites”), including websites operated by advertisers, licensors, licensees, and certain other third parties with whom Plugilo has business relationships. Plugilo may have no control over the content, operations, policies, terms, or other elements of Linked Websites, and Plugilo does not assume any obligation to review any Linked Websites. Plugilo does not endorse, approve, or sponsor any Linked Websites, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Plugilo is not responsible for the quality or delivery of the products or services offered,

accessed, obtained by, or advertised at such sites. Finally, Plugilo will under no circumstances be liable for any direct, indirect, incidental, or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution, or exploitation of any information or content contained within these third-party hyperlinked sites. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms, and conditions of use, and rules issued by the operator of the Linked Websites. Plugilo disclaims all liability in connection therewith.

**Dealings with Third Parties.** Any interactions, correspondence, transactions, and other dealings that you have with any third-parties found on or through the Sites (including on or via Linked Websites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Plugilo disclaims all liability in connection with therewith.

## 12. Linking Policy

Plugilo grants you the revocable permission to link to Plugilo.com; provided, however, that your web site, or any third-party web sites that link to Plugilo.com: (a) must not frame or create a browser or border environment around any of the content on Plugilo.com or otherwise mirror any part of the Sites; (b) must not imply that Plugilo is endorsing or sponsoring it or its products, unless Plugilo has given it prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in our sole opinion, harm Plugilo or its products or services; (d) must not use any Plugilo trademarks without the prior written permission from Plugilo; (e) must not contain content that could be construed as distasteful, offensive, or controversial or otherwise objectionable (in our sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link permits you to enable such link subject to these Terms. By linking to Plugilo.com, you agree that you do now and will continue to comply with the above linking requirements.

Notwithstanding anything to the contrary contained in these Terms, Plugilo reserves the right to prohibit, in our sole and absolute discretion, linking to Plugilo.com for any reason, even if the prohibited linking otherwise complies with the requirements described above.

## 13. Mobile

The Sites may offer features and services that are available to you via your mobile phone or other mobile device. These features and services may include, without limitation, the ability to upload content to the Sites, receive messages from the Sites, download applications to your mobile device, or access Sites features (collectively, the “Mobile Features”). We may charge for Mobile Features. Also, your carrier may charge standard messaging, data, and other fees. Fees and charges may appear on your mobile bill or be deducted from your prepaid balance. Your carrier may prohibit or restrict certain Mobile Features, and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. As applicable, instructions regarding how to opt out of Mobile Features will be disclosed in connection with Mobile Features. The instructions will typically require you to text a keyword (e.g., “STOP,” “CANCEL,” “END,” “UNSUBSCRIBE,” “QUIT,” etc.) to the applicable short code for the Mobile Feature.

You agree that, as to the Mobile Features for which you are registered for, we may send communications to your wireless Internet Device regarding us or other parties or us. Further, we may collect information related to your use of the Mobile Features. If you have registered for Mobile Features, you agree to notify Plugilo of any changes to your mobile number and update your account(s) on the Sites to reflect this change.

Plugilo is not responsible for any mobile provider's fees or charges.

## 14. Our Disclaimer of Warranties

The sites, including, without limitation, the materials, are provided on an “as is”, “as available”, and “with all faults” basis. To the fullest extent permissible by law, Plugilo and its employees, managers, members, officers, shareholders, parent company, agents, vendors, and contractors (collectively, the “Plugilo parties”) make no representations or warranties or endorsements of any kind whatsoever, express or implied, as to: (a) the sites; (b) the materials provided through the sites; (c) user-generated content or widgets; or (d) security associated with the transmission of information to or from Plugilo or via the sites. In addition, the Plugilo parties hereby disclaim all warranties, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration, and freedom from virus.

The Plugilo parties do not represent or warrant that the sites will be error-free or uninterrupted; that defects will be corrected; or that the sites, or the servers that make

some of the sites available, are free from any harmful components, including, without limitation, viruses. The Plugilo parties do not make any representations or warranties that the information (including any instructions) on the sites is accurate, complete, correct, adequate, useful, timely, reliable, or otherwise. You acknowledge, by your use of the sites, that your use is at your sole risk. The Plugilo parties do not warrant that your use of the sites is lawful in any particular jurisdiction, and the Plugilo parties specifically disclaim such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties, so the above disclaimer may not apply to the extent such jurisdiction's law is applicable to these terms.

By accessing or using the sites, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the sites. The Plugilo parties do not endorse the user-generated content, are not responsible for the user-generated content, and specifically disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive, or otherwise), injury, claim, liability, or other cause of any kind or character based upon or resulting from any user –generated content.

## 15. Limitation of Liability; Waiver

Under no circumstances will the Plugilo parties be liable to you for any loss or damages of any kind (including, Without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to: (a) the sites; (b) the materials; (c) user-generated content or widgets; (d) your use of, inability to use, or the performance of the sites or materials; (e) any action Plugilo parties or law enforcement authorities regarding your use of the sites or materials; (f) any action taken in connection with copyright or other rights owners; (g) any errors or omissions in the sites' technical operation; or (h) any damage to any computer, hardware, video player, dvd player, game console, Blu-ray player, computer software, cellular phone, modem, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure, or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the Plugilo parties have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability, or tort (including, without limitation, whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or theft or destruction of a Plugilo platform). In no event will

the Plugilo parties be liable to you or anyone else for loss, damage, or injury, including, without limitation, death or personal injury. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

In no event will the Plugilo parties' total liability to you for all damages, losses, or causes of action exceed the lesser of the amount we charged you for the transaction or ten United States Dollars ($10.00 USD).

By accessing a Plugilo platform, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and, in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of section 1542 of the civil code of California, and any similar law of any state or territory, which provides as follows: “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

If we cause you damage and you’re a consumer in the EEA or the UK, the above doesn’t apply. Instead, Plugilo’s liability will be limited to foreseeable damages arising due to a breach of material contractual obligations typical for this type of contract. Plugilo isn’t liable for damages that result from a non-material breach of any other applicable duty of care. This limitation of liability won’t apply to any statutory liability that cannot be limited to liability for death or personal injury caused by our negligence or willful misconduct, or to exclude our responsibility for something we have specifically promised to you.

## 16. Indemnification

You agree to defend, indemnify, and hold the Plugilo Parties harmless from and against any and all claims, damages, costs, investigations, liabilities, judgments, settlements, and expenses, including attorneys’ fees, that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) your User-Generated Content; (b) your use of the Sites; (c) your breach (actual or alleged) or anticipatory breach of these Terms; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities, including, without limitation, all regulatory, administrative, and legislative authorities; (e) information or material transmitted through your computer or mobile or other device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trade identity, trade secret, trade dress, patent, publicity, privacy, or other right of any person or defames

any person; (f) any misrepresentation made by you; or (g) the Plugilo Parties' use of your information as permitted under these Terms, the Privacy Policy, or any other written agreement between you and Plugilo. You will cooperate as fully required by the Plugilo Parties in the defense of any claim. The Plugilo Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the Plugilo Parties.

If you use Plugilo for commercial purposes without agreeing to our Business Terms as required by Section c of these Terms, you agree to indemnify and hold harmless Plugilo, Inc., and their affiliates from any claims (including reasonable attorney's fees) relating to your use of our Service. Plugilo reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification, in which event you will fully cooperate with Plugilo.

## 17. Term and Termination

Plugilo reserves the right to terminate your access to and use of the Sites or any of its features in its sole discretion, without notice and liability, for any or no reason, including, without limitation, if Plugilo believes your conduct fails to conform to these Terms or any Additional Terms. Plugilo also reserves the right to investigate suspected violations of these Terms. Any violation of these Terms may be referred to law enforcement authorities.

Plugilo also reserves the exclusive right to modify, withdraw, suspend, or discontinue, temporarily or permanently, at any time and from time to time, any materials, information, or content available on the Sites, without limitation, in whole or in part, including the cessation of all activities associated with the Sites, with or without notice. You agree that Plugilo will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Sites or any part thereof. Plugilo also reserves the right to charge for use of the Sites, in whole or in part, and to change its fees from time to time in its discretion. Upon termination of your access to the Sites, or upon demand from Plugilo, all rights granted to you under these Terms will cease immediately, and you agree that you will: (a) immediately discontinue use of the Sites, including links to the Sites; and (b) destroy all Materials obtained from the Sites and all related documentation.

## 18. Location and Territorial Restrictions

The information provided on the Sites 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 Plugilo to any registration requirement within such jurisdiction or country. Plugilo controls and operates the Sites from offices located in the United States and makes no representations or warranties that the information, products, or services contained on the Sites are appropriate for use or access in other locations. Anyone using or accessing the Sites from other locations does so on their own initiative and is responsible for compliance with United States' and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the Sites and/or the provision of any content, program, product, service, or other feature described or available thereon to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such content, program, product, service, or other feature that we provide.

Software related to or made available by the Sites may be subject to United States export controls. Thus, no software from this Site may be downloaded, exported, or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Commerce Department's Table of Deny Orders. By downloading any software related to Plugilo or the Sites, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

You agree to comply with all rules, laws, and regulations that apply to your use of the Sites, including, without limitation, those governing your transmission or use of any software or data.

## 19. Governing Law; Disputes

We hope we never get into any disputes with you, but just in case, here are some things that would apply:

- Governing law/jurisdiction. These terms and the interpretation of these terms will be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles and specifically will not be governed by the United Nations conventions on contracts for the international sale of goods, if otherwise applicable. You agree that jurisdiction over and venue

in any legal proceeding directly or indirectly arising out of or relating to the sites, the use or access thereof, or these terms must be in the state or federal courts located in Delaware, United States of America and you hereby consent and submit to the exclusive personal jurisdiction and venue of the courts located in Delaware, United States of America for any such legal proceeding. Any cause of action or claim you may have with respect to any of the sites must be commenced within one (1) year after such claim or cause of action arises.

- No Class Actions. To the fullest extent permitted by applicable law, you agree that any and all disputes, claims, and causes of action you may have in connection with or related to the Sites will be resolved individually, without resort to any form of class action.

## 20. Disclaimers

To the extent permitted by applicable law, the Service and all content on Plugilo are provided on an “as is” basis without warranty of any kind, whether express or implied.

Plugilo specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade.

Plugilo takes no responsibility and assumes no liability for any User Content that you or any other person or third-party posts or sends using the Service. You understand and agree that you may be exposed to User Content that’s inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

We do not warrant that Plugilo or any portion of the Service, or any materials or content offered through Plugilo, are accurate, complete, or current, or will be uninterrupted, secure, or free of errors, viruses, or other harmful components.

We may make changes to Plugilo for various reasons. We will have no liability for any change to Plugilo, or for any suspension or termination of your access to or use of Plugilo.

The limitations, exclusions, and disclaimers in this section apply to the fullest extent permitted by applicable law.

# 21. AGREEMENT TO SUBMIT ANY DISPUTES TO ARBITRATION

For any dispute you have with us, you agree first to contact us and try to resolve it informally. To the extent permitted by law, neither party may initiate any legal proceeding—whether in court, arbitration, or any other forum—until the Notice of Dispute and Informal Dispute Resolution processes described below are completed. Nothing in this Section, however, will prevent either you or us from seeking temporary injunctive relief in court (or in arbitration) to preserve the status quo or to help enforce this arbitration clause at the outset of any dispute.

A party with a dispute must first send us a Notice of Dispute, which must include your full name; your Plugilo profile name; the email address associated with your Plugilo account; your country of residence and, if you are a US resident, your state of residence; your counsel and their complete contact details, if you are represented by counsel; a detailed description of both the dispute and the alleged harm; and your signature. That information should be emailed to legal@plugilo.com . The notice can only be sent on behalf of an individual party; a Notice of Dispute that asserts the rights of more than one party is ineffective. After receiving the Notice of Dispute, Plugilo will respond within 60 days to attempt to resolve the dispute amicably. After the 60-day period has elapsed, either party may initiate arbitration.

Arbitration is a more informal way to resolve our disagreements than a lawsuit in court. By accepting these Terms, you agree that the US Federal Arbitration Act governs the interpretation and enforcement of this Section, and that you and Plugilo are each waiving the right to a trial by jury or to participate in a class action. The arbitrator also has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

Any arbitration will be administered by the American Arbitration Association (“AAA”) under the then-applicable AAA rules. If the AAA rules conflict with these Terms in any way, the Terms will govern. You can find AAA’s forms at www.adr.org. The arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. A judgment on the arbitrator’s award may be entered in any court of competent jurisdiction. Where the AAA’s Consumer Arbitration Rules apply, if the arbitrator determines that a party’s claim was frivolous or brought for an improper purpose, the arbitrator must assign all fees and costs associated with the arbitration to that party.

All disputes must be brought in the party's individual capacity, and not as a member in any class or representative proceeding. You agree that, by entering into these Terms, you are waiving the right to a trial by jury or to participate in a class action.

Nothing in these Terms shall affect any non-waivable statutory rights that apply to you. To the extent any dispute isn't arbitrable under applicable laws, or otherwise, you agree that the dispute will be resolved exclusively in accordance with Section 12 of these Terms.

Batched Arbitration: To provide a more efficient arbitration process, you and we each agree that if 50 or more similar arbitration demands are filed within a 60-day period or with the assistance of the same law firm or group of law firms, AAA will consolidate the arbitration demands. For each batch, AAA will administer one set of filing and administrative fees per side, per batch, and AAA will appoint one arbitrator to resolve each batch as a single consolidated arbitration. Arbitration demands are similar if they arise from similar facts and raise similar legal issues while seeking similar relief. Any dispute about similarity will be submitted to a single arbitrator, whose fees will be paid by us.

## 19. Miscellaneous

The failure of Plugilo to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit Plugilo's rights with respect to such breach or any subsequent breaches. No waiver by Plugilo of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of Plugilo. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. Plugilo may assign its rights and duties under these Terms to any party at any time without any notice to you. You may not assign these Terms without Plugilo's prior written consent. If any provision of these Terms will be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. The section titles are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms will not be construed against Plugilo by virtue of Plugilo having drafted them.

Notwithstanding termination of your use of the Sites, for any reason whatsoever, the following sections of these Terms continue and survive: "Ownership of Materials," "Content You Submit and Community Usage Rules," "Our Disclaimer of Warranties," "Limitation of Liability; Waiver," "Indemnification," "Governing Law; Disputes" and "Miscellaneous."

## 22. Updating these Terms

Plugilo reserves the right to modify or add to these Terms at any time without prior notice (“Updated Terms”).

We may revise, add, or remove any or all portions of these Terms from time to time, and the most current version will always be posted on our website. Unless otherwise required by law, we’ll notify you of any material changes to these Terms before any update enters into effect. Your continued access to or use of Plugilo after such an update constitutes your binding acceptance of such changes. Disputes arising under these Terms will be resolved in accordance with the version of these Terms in place at the time the dispute arose. For clarity, by continuing to use Plugilo, you are agreeing to be bound by the then-current version of these Terms.

You agree that we may notify you of the Updated Terms by making them available via the Sites, and that your use of the Sites after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before using the Sites. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Sites from that point forward.

**If you don’t agree with any new Terms, please stop using Plugilo.**

## 23. Contact Information

If you should have any questions or comments, please contact us at legal@plugilo.com

## 24. General terms

### a. Assignment

If you’re a consumer in the EEA or UK, either you or we may assign this agreement, and any rights and licenses granted under it, to a third party. In all other cases, these Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

In case of such an assignment by us, you are entitled to terminate the agreement with immediate effect by deactivating your account. We will provide you with reasonable notice of any such assignment.

### b. Entire agreement/severability

These Terms constitute the entire agreement between you and us concerning the Service. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

### c. No waiver

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

### d. Parties

If you live in the United States, these Terms constitute a contract between you and Plugilo, Inc., 200 Continental Drive, Suite 401, Newark, Delaware 19713. As Plugilo is a worldwide service, you agree that any rights and licenses granted hereunder benefit Plugilo Inc. and all of its worldwide subsidiaries and affiliates.

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Effective Date outside EEA, UK, and Switzerland: March 01, 2026

Effective Date in EEA, UK, and Switzerland: March 01, 2026