



## END USER TERMS OF USE

Last Updated: December 10, 2025

This smart lock platform is provided by KoreLock, Inc. The following Terms of Use (the “**Terms of Use**”) constitute a binding agreement between you and KoreLock, Inc. (“**Company**” or “**us**” or “**we**” or “**our**”), with respect to your use of the smart lock mobile application, including any content, functionality, and services offered on or through such mobile application (“**App**”), and the smart lock website and online platform made available to end users, including the content, functionality, services, cloud applications, and application programming interfaces made available to you on or through such online platform and/or website (the App, website, and online platform are hereinafter referred to as the “**End User Platform**”), including any Content (as defined in Section 2 below) made available on or through the End User Platform (collectively, the End User Platform and Content are hereinafter referred to as the “**Offerings**”).

**BY ACCESSING, DOWNLOADING, OR USING THE END USER PLATFORM YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND ACKNOWLEDGE THESE TERMS OF USE AND OUR PRIVACY NOTICE, WHICH IS INCORPORATED HEREIN BY REFERENCE; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE OFFERINGS.**

**THESE TERMS OF USE INCLUDE YOUR AGREEMENT TO SUBMIT ANY DISPUTE RELATED TO THE END USER PLATFORM, OFFERINGS, AND/OR THESE TERMS OF USE TO MANDATORY ARBITRATION/BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THIS DISPUTE RESOLUTION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. MORE INFORMATION ABOUT THE ARBITRATION AND CLASS ACTION WAIVER CAN BE FOUND IN SECTION 9.2 (ARBITRATION AGREEMENT) BELOW. YOU HAVE 30 DAYS TO OPT OUT. IF YOU WISH TO OPT OUT, PLEASE FOLLOW THE INSTRUCTIONS IN SECTION 9.2i.**

1. **Offerings.** Company provides an End User Platform to allow users to access and control smart locks.

1.1 Changes to the Offerings. We may, from time to time in our sole discretion, develop and provide updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features to our Offerings (collectively, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality of the Offerings. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Offerings. We reserve the right to make changes to, suspend, or discontinue (temporarily or permanently) the Offerings or any portion thereof (including Content) at any time. You agree we will not be liable to you or to any third party for any such change, suspension, or discontinuance.

1.2 No Guarantee. Although we work hard to provide quality Offerings, you understand and acknowledge that we cannot promise or guarantee specific results from using the Offerings.

1.3 Temporary Interruptions. You understand and agree that temporary interruptions of the Offerings may occur as normal events that are out of our control. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with Offerings. You agree that the Offerings available on the End User Platform are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

1.4 Basic and Premium Features. Certain basic features and functionalities of the Offerings (“**Basic Features**”) are available to all users at no cost. The Basic Features are limited to a maximum number of locks, users, and access functionalities as described in the Offerings. Enhanced features and



functionalities for an increased number of locks, users, and access functionalities (“Premium Features”) are available to users who purchase a premium subscription plan (“Premium Plan”). We reserve the right to add, modify, or remove Basic Features and Premium Features at any time in our sole discretion. We may convert certain Basic Features to Premium Features, or vice versa, at our discretion. We will make reasonable efforts to notify users of significant changes to available features through the Offerings or via the email associated with your account.

1.5 Fees. The current fees for Premium Plans are displayed within the Offerings, and the subscription period and renewal terms will be clearly disclosed prior to purchase. We may change the fees for Premium Plans at any time. We will provide reasonable notice of any fee changes through the Offerings or via the email associated with your account. The price for a Premium Plan will be the price in effect at the time you first sign up for a Premium Plan or at the time your Premium Plan renews. All fees are stated in the applicable currency and are exclusive of any applicable taxes unless otherwise stated. You are responsible for any taxes that may be applicable to your transactions.

1.6 Purchasing a Premium Plan. Premium Plans require an initial one-time payment, followed by recurring payments thereafter at the frequency specified when you elect to purchase a Premium Plan. Payment for a Premium Plan may be made through the Offerings using payment methods supported by your device’s app store or other payment processors integrated within the Offerings. By providing a payment method, you represent and warrant that any payment information you provide is true and accurate and you are authorized to use that payment method. You also represent and warrant that any charges incurred by you will be honored by your credit card company or other payment institution, and you will pay the charges incurred by you at the posted prices, including applicable taxes. **BY PURCHASING A PREMIUM PLAN, YOU ACKNOWLEDGE AND AGREE THAT (A) COMPANY (OR OUR THIRD-PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU ON A RECURRING BASIS (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU FOR AS LONG AS YOUR PREMIUM PLAN SUBSCRIPTION CONTINUES, AND (B) YOUR PREMIUM PLAN IS CONTINUOUS UNTIL YOU CANCEL IT OR WE SUSPEND OR STOP PROVIDING ACCESS TO THE OFFERINGS. YOU WILL BE RESPONSIBLE FOR ALL CHARGES INCURRED WITH RESPECT TO ANY PREMIUM PLAN RENEWAL PROCESSED PRIOR TO THE CANCELLATION OF YOUR PREMIUM PLAN.**

1.7 Third-Party Payment Processing. You acknowledge and agree that we may use third-party service providers, such as third-party payment processors, in order to process your payment information. By submitting such information, you grant us the right to provide your information, including if necessary your payment information, to third parties for purposes of facilitating the purchase of any Premium Plan initiated by you or on your behalf. Such parties may provide you with additional terms and conditions that may apply to your payment. Payment is subject to validation and authorization by both the card issuer/credit company or payment processor and Company to maintain security and to prevent fraud.

1.8 Cancellation. All purchases are final and non-refundable except as required by applicable law. Unless otherwise stated in the Offerings, Premium Plans will automatically renew for the same subscription period at the then-current rate unless canceled by you at least 24 hours before the end of the current subscription period. You may cancel your Premium Plan through your account settings within the Offerings or through your device’s app store account settings. Upon cancellation, you will continue to have access to Premium Features until the end of your current subscription period, after which access will be terminated. Premium Plan features are not available on a pro-rated basis. If you downgrade from Premium to Free, you may lose access to certain data or content created or stored using Premium Features.

2. **Scope of and Restrictions on Use.** Certain Company products, services, features, application programming interfaces, or other tools that are components of the End User Platform may be subject to additional or different terms that are specific to those offerings, and these Terms of Use do not supersede or replace such terms as they relate to those offerings. Subject to these Terms of Use, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to (a) access and use the Offerings for your personal, non-commercial use, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are

otherwise related to the Offerings (collectively, the “**Content**”), and (b) download and install the App on mobile devices owned or otherwise controlled by you (each, a “**Mobile Device**”), solely in accordance with the terms and conditions herein. Except as otherwise provided in these Terms of Use, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of Company. You agree not to:

- Collect information from the Offerings using an automated software tool or manually on a mass basis;
- Use automated means to access the Offerings, or gain unauthorized access to the Offerings or to any account or computer system connected to the Offerings;
- Obtain, or attempt to obtain, access to areas of the End User Platform or our systems that are not intended for access by you;
- “Flood” the Offerings with requests or otherwise overburden, disrupt, or harm the Offerings or our systems;
- Take any action that imposes an unreasonable or disproportionately large load on the Offerings, or systems or networks, or any systems or networks connected to such systems or networks, or otherwise interfere with or disrupt the integrity or performance of the Offerings;
- Restrict or inhibit other users from accessing or using the Offerings;
- Modify or delete any copyright, trademark, or other proprietary rights notices that appear on the End User Platform or in the Content;
- Access or use the Offerings or Content for any unlawful purpose, to build a product or service competitive with Company or the Offerings, or otherwise access or use the Offerings or Content beyond the scope of the rights granted herein;
- Copy the End User Platform (except to install the App on your Mobile Devices);
- Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the End User Platform;
- Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the End User Platform or any part thereof;
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the End User Platform or any features or functionality of the End User Platform to any third party for any reason, including by making the End User Platform available on a network where it is capable of being accessed by more than one device at any time, except that you may invite others to download the App;
- Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, rate limits, or security features in or protecting the End User Platform;
- Merge, integrate, or incorporate the End User Platform or any portion thereof with other software, technology, services, or materials without the express written permission of Company;
- Monitor the availability, performance, or functionality of the End User Platform for benchmarking or competitive purposes or publicly disseminate information regarding the performance of the End User Platform;
- Post or transmit into the End User Platform, or create, transmit, display, or make otherwise available any information, content, or software that violates applicable laws, is offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, defamatory, hateful, or contains viruses, worms, malware, Trojan horses, and other destructive or harmful codes;
- Use the Offerings, or data transmitted through the Offerings, for any purpose that is unlawful, fraudulent, or prohibited by these Terms of Use, or to solicit or engage in the performance of any illegal or fraudulent activity;
- Use the Offerings in connection with any products, services, materials, or activities that constitute, promote, or are used primarily for the purpose of spyware, adware, malicious programs or code, hate, hacking, surveillance, interception, harassment, or theft;

- Submit through the Offerings any data or other content without having obtained prior written authorization or permission for such action from the owner or licensor of such data or content; or
- Use the End User Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates or invades any intellectual property, privacy, or other right of any person.

### 3. **Intellectual Property.**

3.1 **Ownership.** The Offerings (including the Content) are owned by Company and its licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed on the End User Platform are registered and unregistered marks of Company and its licensors. The End User Platform is licensed, and not sold, to you. You acknowledge and agree that, as between you and Company, Company is and shall remain the sole owner of the Offerings and the Content, including, without limitation, (a) the interfaces, website files (including images, php and html files), graphics, designs, software code, compilation of Content, and other elements comprising the End User Platform; (b) all documentation for the End User Platform; (c) all updates, new releases, improvements, and modifications to, and derivative works of, the foregoing; and (d) all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights in and to the Offerings and any of the foregoing (collectively, the “**Company IP**”). You shall not take any action that jeopardizes the Company IP. Company reserves all rights not expressly granted in these Terms of Use. Except for the limited rights and licenses expressly granted hereunder, nothing in these Terms of Use grants by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Company IP.

3.2 **No Warranty for Third-Party Infringement.** We do not warrant or represent that your use of materials displayed on, or obtained through the Offerings will not infringe the rights of third parties.

3.3 **Account Registration and Security.** Access to and use of certain Offerings may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities, and you represent and warrant that you have the right to provide and use all information and data that you enter into or provide through the Offerings. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify Company of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

3.4 **Feedback.** If you send or transmit any comments, bug reports, feedback, modifications, questions, suggestions, or the like related to the End User Platform or new features or functionalities (“**Feedback**”), Company shall have the right to use such Feedback at its discretion, including the incorporation of any such Feedback into the End User Platform or Company’s other products or services. You hereby grant to Company a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sublicensable license to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit, and use your Feedback for any purpose. All Feedback is and will be treated as non-confidential.

4. **Privacy Notice.** You acknowledge and agree that all information collected by Company is subject to our Privacy Notice. By using the Offerings, you consent to all actions we take with respect to your information in compliance with our Privacy Notice. You acknowledge that we may process certain data and information, which may include your data and information, at the direction of our business customer who has engaged us to provide the Offerings to you. In such cases, the applicable business customer controls such information and data and is responsible to you for the processing, use, and protection of such



information and data and for providing all notices to you regarding your rights with regard to such information and data.

## 5. **Third-Party Content; Copyright Infringement.**

5.1 **Third-Party Content.** The End User Platform may redirect or link to other content or websites on the Internet, or may otherwise include references to information, products, or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such content or websites may contain information, material, or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency, or legality of content or websites hosted by third parties; nor are we responsible for errors or omissions in any references made in that content or on those websites. The inclusion of such content or a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the End User Platform or party by us, or any warranty of any kind, either express or implied.

5.2 **Copyright Infringement.** The Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States copyright law. If you believe that your work, or the work of a third party for whom you are authorized to act, is featured on the Platform or has been otherwise copied and made available on the Platform in a manner that constitutes copyright infringement, please notify us by providing the following information in writing: (a) an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; (b) identification and a description of the copyrighted work that you claim has been infringed or, if the claim involves multiple works on the website, a representative list of such works; (c) a sufficiently precise description of where the material that you claim is infringing is located on the Platform (including the URL, title and/or item number if applicable, or other identifying characteristics) so that we are able to locate it; (d) your contact information, including your name, address, telephone number, and email address, and, if you are not the owner of the copyright, the name of the owner; (e) a written statement by you that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Your statement must be addressed as follows:

KoreLock Copyright Agent  
7100 E. Bellevue Ave. Suite 203  
Greenwood Village, CO 80111

Any notice by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA may not be effective and shall not be considered sufficient notice to confer actual knowledge upon Company of the facts or circumstances of such allegedly infringing material. We have the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

6. **Disclaimer.** IT SHALL BE YOUR RESPONSIBILITY TO DETERMINE THE SUITABILITY OF THE END USER PLATFORM FOR YOUR USE. ALL OFFERINGS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT: (A) THE CONTENT OR OFFERINGS WILL MEET YOUR REQUIREMENTS, (B) THE OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR OFFERINGS OFFERED WILL BE EFFECTIVE, ACCURATE, OR RELIABLE, OR (D) THE QUALITY OF ANY CONTENT OR OFFERINGS PURCHASED OR





OBTAINED BY YOU FROM THE END USER PLATFORM FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS.

YOU ACKNOWLEDGE THAT YOU AND NOT THE COMPANY ARE SOLELY RESPONSIBLE FOR YOUR USE AND ACTS RELATED TO THE OFFERINGS.

THE OFFERINGS CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING BURGLARIES. COMPANY MAKES NO GUARANTEE OR WARRANTY THAT THE OFFERINGS WILL DETECT OR AVERT SUCH INCIDENTS. YOU RELEASE, WAIVE, DISCHARGE, AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST COMPANY FOR LOSS, DAMAGE, OR INJURY RELATING IN ANY WAY TO THE OFFERINGS.

THE OFFERINGS ARE NOT AN ACTUAL DOOR LOCK AND ARE NOT CERTIFIED BY ANY ORGANIZATION AS A DOOR LOCK. THE OFFERINGS ARE A MOBILE APPLICATION, ONLINE END USER PLATFORM, AND RELATED CONTENT FOR A DOOR LOCK. THE APP MUST BE CORRECTLY INSTALLED AND USED WITH A CERTIFIED DOOR LOCK THAT IS OPERATING IN GOOD CONDITION. YOU ASSUME ALL RISK ASSOCIATED WITH THE SUITABILITY, INSTALLATION, AND PERFORMANCE OF THE DOOR LOCK AND OTHER THIRD-PARTY COMPONENTS, HARDWARE, SOFTWARE, AND SERVICES THAT YOU SELECT.

YOU ACKNOWLEDGE THAT THE OFFERINGS (1) ARE NOT INTENDED OR CERTIFIED FOR EMERGENCY NOTIFICATION OR RESPONSE, AND (2) ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. COMPANY DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL HAVE NO OBLIGATION TO DISPATCH OR CAUSE TO BE DISPATCHED EMERGENCY AUTHORITIES TO THE LOCATION THE DOOR LOCK IS INSTALLED OR ANY OTHER LOCATION IN THE EVENT OF AN EMERGENCY. THE OFFERINGS ARE NOT INTENDED FOR USE AS A LIFE-SAVING SOLUTION FOR PERSONS AT RISK AT THE LOCATION WHERE THE DOOR LOCK IS INSTALLED OR OTHERWISE. YOU SHALL NOT USE OR RELY ON THE OFFERINGS FOR ANY SUCH EMERGENCY OR LIFE-SAVING PURPOSE, AND ANY SUCH EMERGENCY EVENTS SHOULD BE DIRECTED TO THE APPROPRIATE RESPONSE SERVICES.

THE OFFERINGS MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE OFFERINGS AT ANY TIME WITHOUT NOTICE. THE CONTENT AVAILABLE ON THE OFFERINGS MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT.

THE USE OF THE OFFERINGS OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PART OR PARTS OF THE OFFERINGS INCLUDING THE CONTENT THROUGH THE APP OR END USER PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK, AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE OFFERINGS, INCLUDING ANY FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES, OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

7. **Notice Regarding Apple.** The following additional terms and conditions apply to use of the App on an Apple, Inc. ("Apple") iOS-powered Mobile Device. You and Company acknowledge that these Terms of Use are concluded between you and Company only, and not with Apple, and Apple is not responsible for the App or the Content thereof. You agree that your license to use the App is limited to the Apple iOS Mobile

Device that you own or control and that your use of the App shall be subject to the usage rules set forth in Apple's then-current App Store Terms of Service. You and Company acknowledge that Apple shall have no obligation to provide maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may contact Apple, and Apple will refund the purchase price for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and Apple will not be responsible for any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure of the App to conform to any applicable warranty. Please note that we have disclaimed all warranties with respect to the App - see Section 6 (Disclaimer). You and we acknowledge that Apple shall have no responsibility for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy or similar legislation. If a third party claims that the App or your possession and use of the App infringes a third party's intellectual property rights, Apple is not responsible for the investigation defense, settlement, or discharge of any such intellectual property infringement claim. You represent and warrant that you are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and that you are not listed on any United States government list of prohibited or restricted parties. Company's contact information for any questions, complaints, or claims with respect to the App is set forth in Section 13 (Questions). You agree to comply with all applicable third party terms of agreement when using the App. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use. Upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

**8. Limitation of Liability & Indemnification.** Your exclusive remedy and our entire liability, including our officers, directors, employees, agents, licensors, and service providers, if any, for any claims arising out of these Terms of Use and your use of the Offerings shall be limited to one hundred dollars (\$100.00).

**8.1 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE OFFERINGS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

**8.2 Indemnification.** You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, licensors, and service providers harmless from all liabilities, claims, and expenses, including attorneys' fees, that may arise from (a) your breach of these Terms of Use, or (b) your use or misuse of, and your acts or omissions in connection with, the Offerings. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

**9. Choice Of Law And Dispute Resolution.**

**9.1 Choice Of Law.** You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Colorado, without regard to principles of conflict of laws, will govern these Terms of Use and any claim or dispute that has arisen or may arise between you and the Company, except as otherwise stated in these Terms of Use.

**9.2 ARBITRATION AGREEMENT. PLEASE READ THIS SECTION (“ARBITRATION AGREEMENT”) CAREFULLY. IT AFFECTS YOUR RIGHTS AND IMPACTS THE WAY THAT YOU AND THE COMPANY BRING CLAIMS AGAINST EACH OTHER AND HOW THOSE CLAIMS ARE DECIDED.**

a. Dispute Resolution. YOU AND THE COMPANY AGREE THAT ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, OR FORMATION OF THESE TERMS OF USE OR YOUR USE OF THE APP, END USER PLATFORM, AND OFFERINGS WILL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT. THIS ARBITRATION AGREEMENT IS INTENDED TO BE BROADLY INTERPRETED AND INCLUDES ANY DISPUTE, CLAIM, OR CONTROVERSY BETWEEN YOU AND COMPANY REGARDING ANY ASPECT OF YOUR RELATIONSHIP WITH US OR ANY CONDUCT OR FAILURE TO ACT ON OUR PART, INCLUDING CLAIMS BASED ON BREACH OF CONTRACT, TORT (FOR EXAMPLE, A NEGLIGENCE OR PRODUCT LIABILITY CLAIM), VIOLATION OF LAW OR ANY CLAIMS BASED ON ANY OTHER THEORY, AND INCLUDING THOSE BASED ON EVENTS THAT OCCURRED PRIOR TO THE DATE OF THIS ARBITRATION AGREEMENT, WITH THE FOLLOWING EXCEPTIONS: YOU MAY ASSERT CLAIMS IN YOUR LOCAL SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY, AND SO LONG AS THE MATTER REMAINS IN SUCH COURT AND ADVANCES ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

b. This Section 9.2 is governed by the Federal Arbitration Act, including its procedural provisions, in all respects.

c. Prohibition of Class Actions and Non-Individualized Relief. ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. UNLESS BOTH YOU AND THE COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or a particular request for a remedy (such as a request for injunctive relief), then that claim or that remedy request (and only that claim or that remedy request) must be severed from the arbitration and may be brought in court, subject to your and the Company's right to appeal the court's decision. All other claims will be arbitrated.

d. Arbitration Rules. The arbitration will be administered by the American Arbitration Association (“AAA”) and will be governed by AAA's Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules may be accessed at <http://www.adr.org> or by calling the AAA at 1-800-778-7879. Unless the parties agree otherwise, only one arbitrator is to be assigned to hear a case. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity and must enforce the same limitations stated in this Arbitration Agreement as a court would. The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or Company requests one. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

e. Notice of Dispute. A party who intends to seek arbitration must first send to the other, by certified mail, a valid Notice of Dispute (“**Notice**”). The Notice must contain name, telephone number, email address, mailing address, a brief description of the nature of the dispute along with any supporting documents, and the relief requested. A Notice to the Company should be sent to KoreLock, Inc. Re: Notice of Dispute, 7100 E. Bellevue Avenue, Suite 203, Greenwood Village, CO 80111. The Company will send any Notice to you to the email address we have on file; it is your responsibility to keep your email address up to date. To be valid, you must personally sign the Notice and complete all information requested above, including a description of the nature and basis of the claims you are asserting, the specific relief sought, and the email address and phone number associated with you.



f. Demand for Arbitration. If you and the Company are unable to resolve the claims described in a valid Notice within 30 days after the receiving party receives a Notice, you or the Company may initiate arbitration proceedings. A party who intends to arbitrate ("**Claimant**") must first send to the other party ("**Respondent**") a written notice entitled "Demand for Arbitration" ("**Demand**"). The Demand must: (1) briefly explain the dispute; (2) provide the Claimant's name and address, the address of the Claimant's representative (if the Claimant has one), and the Respondent's name and address (for Company, see below); (3) specify the amount of money in dispute, if applicable; (4) if the Claimant is requesting an in-person hearing, identify the requested location for the hearing; and (5) include a statement of what the Claimant wants. The Claimant must send one copy of the Demand to AAA at the same time the Claimant sends it to the Respondent. When sending a copy of the Demand to AAA, the Claimant must also include a copy of this Arbitration Agreement and any amendments to it (see Section 9.2) and the then current filing fee required by the AAA. The Demand must be sent to the AAA at the following address:

American Arbitration Association  
Case Filing Services  
1101 Laurel Oak Road, Suite 100  
Voorhees, NJ 08043

Alternatively, the Demand may be filed with the AAA online using AAA Web address at: <https://www.adr.org>.

Any Demand to Company should be addressed to:

KoreLock, Inc.  
7100 E. Bellevue Ave. Suite 203  
Greenwood Village, CO 80111

g. Filing, Administration and Arbitrator Fees. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Section 9.2. Each party shall bear its own costs, fees, and expenses incurred in connection with the arbitration proceeding, including but not limited to filing fees, attorney fees, and other administrative expenses, and an equal share of the arbitrator's and administrative fees of arbitration, regardless of the outcome of the arbitration.

h. Venue and Procedure. If you are a resident of the United States, then the arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. Where no disclosed claims or counterclaims exceed \$25,000, the dispute shall be resolved by the submission of documents only, subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. In cases where an in-person hearing is held, you may attend by telephone unless the arbitrator requires otherwise.

i. **OPT-OUT PROCEDURE. IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISIONS IN THIS SECTION 9.2, YOU MUST NOTIFY COMPANY IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS ARBITRATION AGREEMENT FOR THE FIRST TIME. YOU MAY OPT OUT BY MAILING A WRITTEN NOTICE TO COMPANY AT THE ADDRESS SET FORTH IN SUBSECTION 9.2e ABOVE. YOUR WRITTEN NOTIFICATION TO COMPANY MUST INCLUDE YOUR NAME, MAILING ADDRESS, E-MAIL ADDRESS, PHONE NUMBER AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMPANY THROUGH ARBITRATION. IF YOU OPT OUT OF THE ARBITRATION PROVISIONS IN THIS SECTION 9.2, ALL OTHER PROVISIONS OF THIS ARBITRATION AGREEMENT WILL CONTINUE TO APPLY, INCLUDING the "Judicial forum for legal disputes" section below.**

j. Amendment to Arbitration Provisions. Notwithstanding any provision in this Arbitration Agreement to the contrary, you and the Company agree that if the Company makes any amendment to the arbitration provisions in this Section 9.2 in the future (other than an amendment to any notice address or site link provided herein), that amendment shall not apply to any claim that was filed in a legal proceeding against the Company prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this Arbitration Agreement that have arisen or may arise between you and the

Company. The Company will notify you of amendments to this agreement to arbitrate by posting the amended terms on the End User Platform at least 30 days before the effective date of the amendments. If you do not agree to these amended terms, you may close your account within the 30-day period, and you will not be bound by the amended terms.

**9.3 JUDICIAL FORUM FOR LEGAL DISPUTES.** IF, FOR ANY REASON, THE ARBITRATION AGREEMENT ABOVE IS FOUND NOT TO APPLY TO YOU OR TO A PARTICULAR CLAIM OR DISPUTE, EITHER AS A RESULT OF YOUR DECISION TO OPT OUT OF THE ARBITRATION AGREEMENT OR AS A RESULT OF A DECISION BY THE ARBITRATOR OR A COURT ORDER, YOU AGREE THAT ANY CLAIM OR DISPUTE BETWEEN YOU AND THE COMPANY WILL BE RESOLVED EXCLUSIVELY BY A STATE OR FEDERAL COURT LOCATED IN DENVER, COLORADO. YOU AND THE COMPANY AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS LOCATED WITHIN DENVER, COLORADO, FOR THE PURPOSE OF LITIGATING ALL SUCH CLAIMS, DISPUTES, OR MATTERS. YOU AND COMPANY EACH UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY. FURTHER, WITH RESPECT TO ANY CLAIM THAT PROCEEDS IN A COURT, YOU AND THE COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE.

**10. Termination of Use; Dissatisfaction.** You agree that we may, at our sole discretion, monitor your use of the End User Platform, and we may terminate or suspend your access to all or part of the Offerings with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for barring your access to the Offerings and reporting you to the proper authorities, if necessary. If you are unsatisfied with the Offerings or a change to these Terms of Use, your sole remedy is to stop accessing and using the Offerings. If you nonetheless access or use the Offerings in spite of termination of these Terms of Use, your use of, or access to, the Offerings will be subject to the version of these Terms in Use then in effect as to all current users.

Upon termination and regardless of the reason(s) motivating such termination, your right to use the Offerings available on the End User Platform will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

## **11. General Provisions.**

**11.1 International Use.** Although the End User Platform may be accessible worldwide, we make no representation that materials on the End User Platform are appropriate or available for use in locations outside the United States. Those who choose to access the End User Platform from other locations do so on their own initiative and at their own risk. If you choose to access the End User Platform from outside the United States, you are responsible for compliance with local laws in your jurisdiction. Any offer for any product, service, and/or information made in connection with the End User Platform is void where prohibited.

**11.2 Notices.** All notices to Company shall be in writing and shall be made either via email or conventional mail. All notices to you shall be in writing and shall be made either via email, conventional mail, or electronic notice. Notices to us must be sent to support@korelock.com if by email, or to our address at 7100 E. Bellevue Ave. Suite 203, Greenwood Village, CO 80111, if by conventional mail. You agree to allow us to submit notices to you either through the email address provided or to the address we have on record. Notice is effective only: (a) upon actual receipt by Company (if Company is the receiving party) or delivery in accordance with this Section (if Company is not the receiving party); and (b) if the party giving the notice has complied with the requirements of this Section. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from Company. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Offerings. You agree that any notices, agreements, disclosures, or other



communications that Company sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

11.3 **No Resale Right.** You agree not to sell, resell, reproduce, duplicate, distribute, copy, or use for any commercial purposes any portion of the End User Platform or use of or access to the End User Platform or Offerings provided through the End User Platform, beyond the limited rights granted to you under Section 2 of these Terms of Use.

11.4 **Force Majeure.** In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of Offerings available through the End User Platform arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

11.5 **Severability.** If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

11.6 **U.S. Export Controls.** The End User Platform may be subject to United States export laws, including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the End User Platform to, or make the End User Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable laws, rules, and regulations and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the End User Platform available outside the United States.

11.7 **No Waiver.** Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

11.8 **Entire Agreement.** These Terms of Use constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s) except as otherwise expressly set forth in these Terms of Use. To the extent that anything in or associated with the Offerings is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

11.9 **Assignment.** You may not assign you rights or obligations under these Terms of Use, whether by operation of law or otherwise, without our prior written consent. We expressly reserve the right to assign these Terms of Use and to delegate any of our obligations hereunder. Any attempted assignment in violation of this Section is void. These Terms of Use shall inure to the benefit of the parties hereto and their respective affiliates, successors, and permitted assigns. There are no third-party beneficiaries to these Terms of Use.

12. **Changes to Terms of Use.** We may revise and update these Terms of Use from time to time at our sole discretion. The date these Terms of Use were last revised and updated is set forth at the top of this page. All changes are effective and apply thereafter to all access to and use of the Offerings 15 days after posting for current users and immediately for new users. Your continued use of the Offerings following the effective date of the revised Terms of Use means that you accept and agree to the changes.

13. **Questions.** If you have any questions about the Offerings or these Terms of Use please email us at support@korelock.com.

14. **Notice to California Residents.** If you are a California resident, and the Offerings are at any time deemed an electronic commercial service (as defined under California Civil Code Section 1789.3), you may



report complaints to the Complaint Assistance Unit of the Division of Consumer Sites of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.