Terms of Use

Convoy and its affiliates ("Convoy", "we", "our", "Company") welcome you (the "Customer(s)", or "you") to our website at https://getconvoy.io (the "Site"). Our Site offers basic information regarding the Company, technology and services. In addition Customers with log-in email and password can access our web based Products and Services (as defined below) through our Site. Each of the Site's Customers may use it in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By entering, connecting to, accessing or using the Site and/or using any of the Products and Services (as defined below), you acknowledge that you have read and understood the following terms of use, including the terms of our Privacy Policy and AUP (collectively, the "Terms") and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and/or the Products and Services and you acknowledge that these Terms constitute a binding and enforceable legal contract between Convoy and you.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SITE AND/OR ANY OF THE PRODUCTS AND SERVICES.

2. The Site

The Site provides comprehensive information regarding Convoy, the Products and Services and resources, and may include any other content related thereto such as contact information, videos, text, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the "look and feel" of the Site, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Site (collectively, the "Content").

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE ARE RESERVED TO CONVOY. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN "AS IS" BASIS. Convoy WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS, INCURRED BY YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR SERVICES AND/OR THE CONTENT AVAILABLE THEREIN.

YOUR USE OF THE SITE AND/OR THE CONTENT AND/OR THE SERVICES IS ENTIRELY AT YOUR OWN RISK.

3. The Products and Services

Subject and pursuant to the Terms, Privacy Policy and the AUP, Convoy shall provide the Customer(s) with such products and services, including, without limitation, a cloud infrastructure webbooks services (the "**Products and Services**").

4. Registration and Customer Account

In order to access the Products and Services through the Site you must have an account with log-in credentials for your organization and team members. In order to use the Products and Services, you must register and create an account (the "Account"). Registration can be done by completing the sign-up and registration process in the Site which requires you to provide the Company your full name, e-mail address, user name, password or any other information as Convoy may deem fit from time to time. Registration may also be done by submitting the Company with a signed Order From.

Your Account is password protected. In order to protect the security of your personal information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. You must provide accurate and complete information when creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

You are solely and fully responsible for maintaining the confidentiality of the password and Account and for all activities that occur under your Account. If we in good faith believe you have created an Account impersonating another person, such an Account may expose you to civil and/or criminal liability.

You may not assign or transfer your rights or delegate your obligations under the Account without the prior written consent of Convoy. You must notify us immediately of any unauthorized use of your Account or any other breach of security and in such events you must change your password immediately via the settings in the Site or contact our technical support. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with these Terms, i.e., if someone else accesses your Account through the registration information he/she has obtained from

you or through a violation by you of these Terms, or for any unauthorized use of your password or Account or any other breach of security.

If you wish to either change your username or password to log-in to the Products and Services, or cancel and remove your Account, please send us an e-mail of your request to: info@frain.dev.

CANCELING YOUR ACCOUNT, FOR ANY REASON, MAY CAUSE THE LOSS OF CERTAIN INFORMATION AND DATA THAT WERE STORED IN YOUR ACCOUNT AND/OR INFORMATION YOU PROVIDED US. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

5. Payment

The Customer(s) shall pay the Company with such Fees detailed based on their usage. The payment for the Fees shall be available only by credit card or standing order. We may add or change payment methods at our sole discretion. If charges are processed in a currency which is not the same currency as published, the conversion rate of the first invoice will be defined as the minimum conversion rate of all future invoices.

Products and Services are billed automatically on a monthly recurring basis. If you were approved for a free trial or any promotional offers, you are hereby notified that upon expiration date of such trial or promotion your services will be deemed chargeable unless you terminate all active servers or services from your account.

From time to time, due to (i) change of prices which are unrelated to Convoy, such as, change in tax rates, electricity rates, third parties' licensing rates and/or otherwise, and/or (ii) any reason at Convoy's sole discretion, Convoy expressly reserves the right to change and modify its prices and fees at any time, and such changes or modifications shall be posted to Customer contact details and effective immediately without need for further notice to the Customer. To remove any doubt, in the event that the Customer has purchased or obtained Products and Services for a long term, such as a period of months or years, changes or modifications in prices and fees shall be effective immediately upon Convoy's decision of such changes.

In the event that a separately negotiated agreement by both parties (You and Us), and confirmed by separate written agreement, the initial and recurring Fees for the Services selected by You shall be as provided in the initial on-line order form. All set-up fees and special programming fees are non-refundable. Fees for Services are payable in

advance. Failure to make payment of Fees for Services when due may result in the suspension or termination of Services.

Customers shall also pay to Convoy all expenses incurred by Convoy in exercising any of its rights under the Terms or applicable law with respect to the collection of a payment default, including attorneys' fees, court costs and collection agency fees.

All prices and fees are non-refundable unless otherwise expressly noted, even if the Products and Services are suspended or terminated prior to the end of the Products and Services term

Notwithstanding anything contrary, failure to pay any of the Customer's fees is a material breach by the Customer of these Terms. For the avoidance of any doubt, Convoy will not provide the Customer with any Products and Services until the full and final payment of any unsettled or unpaid Fees.

6. Privacy Policy

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site and/or the Products and Services. Our policy and practices and the type of information collected are described in detail in our Privacy Policy at: www.Convoy.com which is incorporated herein by reference. If you intend to connect to, access or use the Site and/or the Products and Services you must first read and agree to the Privacy Policy.

7. Intellectual Property Rights

The Site, the Products and Services, the Content and the Company's proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned by and/or licensed to the Company and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by the Company and its licensors.

The Terms do not convey to you an interest in or to the Company Intellectual Property but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of the Company's Intellectual Property under any law.

8. Trademarks and Trade names

"Convoy" Convoy™, Convoy's marks and logos and all other proprietary identifiers used by the Company in connection with the Services ("Company Trademarks") are all trademarks and/or trade names of the Company, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site and/or the Services belong to their respective owners ("Third Party Marks"). No right, license, or interest to the Company Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to the Company Trademarks or Third Party Marks and therefore you will avoid using any of those marks.

9. Links to Third Party Sites

Certain links provided herein permit our Customers to leave this Site and enter sites or services of third parties. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of Convoy and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. Convoy reserves the right to terminate any link at any time. You further acknowledge and agree that Convoy shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through such linked sites or resources. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable to read such documents carefully before using those sites and services, inter alia, in order to know what kind of information about you is being collected.

10. Usage Rules

Your use of the Site and/or the Products and Services is subject to Convoy's standard acceptable usage policy ("AUP"), as in effect and available at: https://getconvoy.io and subject to all changes, modifications and replacements as Convoy may effect from time to time. You undertake to comply with all the provisions of the AUP.

11. Special provisions relating to Third Party Components

The Site and/or the Products and Services may use or include third party software, files and components that are subject to open source and third party license terms ("Third Party Components"). Your right to use such Third Party Components as part of, or in connection with, the Products and Services is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Site and/or the Products and Services and Convoy disclaims all liability related thereto. You acknowledge that Convoy is not the author, owner or licensor of any Third Party Components, and that Convoy makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components.

12. Products and Services Availability

The Products and Services' availability and functionality depend on various factors, and such are subject to Convoy's Terms & Conditions available at: https://getconvoy.io as such may be changed or modified by Convoy from time to time.

Convoy does not warrant or guarantee that the Products and Services will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

13. Changes to The Site and Products and Services

CONVOY HAS THE EXCLUSIVE RIGHT TO AMEND, ALTER, MODIFY, CORRECT, IMPROVE, MAKE ANY CHANGES, REPLACE, SUSPEND, DISCONTINUE, TEMPORARILY OR PERMANENTLY, FROM TIME TO TIME, IN ITS SOLE DISCRETION, ALL OR ANY PORTION OF THE SITE AND/OR THE PRODUCTS AND SERVICES.

14. Disclaimer of Warranties

SUBJECT TO CONVOY'S TERMS AND CONDITIONS, WE DO NOT WARRANT (I) THAT THE USE AND OPERATION OF THE SITE AND/OR THE ACCOUNT AND/OR THE PRODUCT AND SERVICES IS OR WILL BE SECURE, TIMELY, ACCURATE,

COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT CONVOY WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE AND/OR SERVICES, (III) MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR THE ACCOUNT AND/OR THE PRODUCTS AND SERVICES AND/OR CONTENT AVAILABLE THEREON OR THROUGH THE SITE AND/OR ACCOUNT AND/OR PRODUCTS AND SERVICES. CONVOY AND CONVOY'S REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SITE AND/OR THE ACCOUNT AND/OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, RELIABILITY OR THE QUALITY OF THE SITE AND/OR THE ACCOUNT AND/OR THE PRODUCTS AND SERVICES, AND ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO ANY CONTENT AND INFORMATION DISPLAYED WITHIN THE SITE AND/OR THE ACCOUNT AND/OR THE PRODUCTS AND SERVICES.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN CONVOY.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

YOU AGREE THAT USE OF THE SITE AND/OR THE ACCOUNT AND/OR THE PRODUCTS AND SERVICES IS ENTIRELY AT YOUR OWN RISK.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

15. Limitation of Liability

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL CONVOY, INCLUDING CONVOY'S REPRESENTATIVES BE LIABLE FOR (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE RESULTING FROM THE USE OF THE PRODUCTS AND SERVICES BY THE CUSTOMER OR ANY THIRD

PARTIES OR ANY FAILURE OF THE PRODUCTS AND SERVICES; OR (ii) ANY LOSS OF DATA OR CORRUPTION OF DATA, INCLUDING LOSS OF DATA RESULTING FROM DELAYS, NON DELIVERIES, MISDELIVERIES, SERVICE INTERRUPTIONS, FAILURE OF CONVOY, RECLAMATION OF SERVERS BY CONVOY, FAILURE OF SERVERS, THE RELOADING OF AN OPERATING SYSTEM OR OTHER SOFTWARE ON A SERVER OR THE NEGLIGENCE OF CONVOY. CUSTOMER IS SOLELY RESPONSIBLE FOR SAFEGUARDING, BACKING UP AND ARCHIVING ALL DATA OWNED, CONTROLLED OR TRANSMITTED BY CUSTOMER THAT RESIDES WITH CONVOY OR ON ANY SERVER OWNED OR OPERATED BY CONVOY.

IN NO EVENT SHALL CONVOY'S AGGREGATE LIABILITY FOR ANY CLAIM UNDER THESE TERMS SHALL EXCEED THE LOWER OF (I) US\$5,000; OR (II) THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CONVOY IN THE 12 MONTHS PRECEDING SUCH CLAIM.

CONVOY PROVIDES ALL PRODUCTS AND SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE PRODUCTS AND SERVICES FOR THE CUSTOMER'S NEEDS AND CONVOY SHALL HAVE NO LIABILITY THEREFORE.

NO CLAIM MAY BE ASSERTED BY CUSTOMER AGAINST CONVOY MORE THAN TWO (2) YEARS FOLLOWING THE DATE OF THE EVENT THAT UNDERLIES ANY SUCH CLAIM.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE RECEIPT OF A SERVICE CREDIT CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND NOTWITHSTANDING ANYTHING CONTRARY CONTAINED HEREIN, CONVOY SHALL NEITHER COMPENSATE THE CUSTOMER NOR BECOME LIABLE TO THE CUSTOMER IN ANY CASE OF WHICH, INCLUDING, WITHOUT LIMITATION (1) INSUFFICIENT HARD DISK SPACE ON THE SERVERS; (2) FIREWALL MALFUNCTIONS; AND (3) DENIAL-OF-SERVICE ATTACK (DOS ATTACK).

YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM US AND FROM CONVOY'S REPRESENTATIVES.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

16. Backup Assurance Policy

Any backups to Customer's data are not, and cannot be, guaranteed by Convoy. Convoy explicitly encourages the Customer(s) to run, on their own or by third parties which are not Convoy, periodic backups of their data. To remove any doubt, as a customer you are responsible for backing up your data on your own or any other off-site location.

Convoy assumes no responsibility for failed backups, lost data, or data integrity. If any of your data is damaged, deleted, lost or corrupted in any way, or becomes otherwise unavailable due to termination or suspension of your Account pursuant to these Terms and/or the AUP, Convoy will have no obligation or liability to you.

17. Indemnification

You agree to defend, indemnify and hold harmless Convoy and Convoy representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Site and/or the Account and/or the Products and Services and/or Content; (ii) your violation of any of these Terms, the AUP and/or any applicable law; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Products and Services; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site and/or the Account and/or the Products and Services. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully

cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

18. Amendments to the Terms

The Company may, at its sole discretion, change these Terms from time to time, including any other policies incorporated thereto, including, without limitation, the AUP and Privacy Policy, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect 48 hours after such notice was provided on our Site and/or sent via e-mail, whichever is the earlier. Otherwise, all other Changes to these Terms are effective as of the stated "Last Revised" and your continued use of the Site and/or the Products and Services on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms, AUP and/or Privacy Policy should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

19. Termination or Suspension of your Account

These Terms shall remain in effect until terminated as set forth herein.

The term detailed in either of the Order Form and/or the sign-up and registration page within the Site (the "Term") is deemed to have commenced as of the date of Customer's registration, and shall terminate upon a 30 days advance written notice by either party (the "Notice Period"). Customer agrees and confirms that notwithstanding the above, termination by Customer is not applicable during a monthly billing cycle but rather such termination by the Customer shall come into effect by the end of the applicable monthly billing cycle.

Notwithstanding the above, Convoy shall have the right, at its sole and absolute discretion, to immediately terminate the Products and Services and/or any engagement with the Customer upon any breach of the Customer of these Terms and/or the Privacy Policy and/or the AUP and/or applicable law.

For the avoidance of any doubt, in case of termination of the Products and Services pursuant to this Section 19, for any reason, the Customer shall:

- i. Bear the sole and entire responsibility for the transfer of all of Customer's materials and data from Convoy to a new entity as instructed by the Customer; and
- ii. Immediately pay to Convoy any all unpaid fees.

Without limiting the generality of the forgoing, the Intellectual Property, Disclaimer of Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

Additionally, Convoy may at any times, at its sole and absolute discretion, cease the operation of the Products and Services or any part thereof, temporarily or permanently. You agree and acknowledge that Convoy does not assume any responsibility with respect to, or in connection with the termination of the Site's and/or Account's and/or Products and Services' operation and loss of any data.

We note that we can suspend access to your Account if we believe, in our sole discretion, that one (or more) of the following events have occurred: (a) there is risk to the security or privacy of your Account; (b) there is a threat to the security or integrity of our network or our servers; (c) suspension is needed to protect the rights, property or safety of Convoy, its users or the public; (d) there is a basis for termination of your Account; (e) you have violated these Terms, Privacy Policy, AUP and/or applicable law; and/or (f) we are required to by law. We may provide you a notice in the event of any such suspension. During such suspension, you will not have the ability to use or access your Account and/or the Products and Services. In the event that we will determine, in our sole discretion, that the reason for suspension of access to your Account has been resolved, we will restore access to your Account.

20. General

(a) These Terms constitute the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company, (b) any claim relating to the Site and/or the Products and Services contained therein will be governed by and interpreted in accordance with the laws of the United States of America without reference to its conflict-of-laws principles, (c) any dispute arising out of or related to the Site and/or the Services will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of California, United States of America. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing,

Convoy may seek injunctive relief in any court of competent jurisdiction, (d) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (e) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE AND/OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, (g) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (h) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (i) no amendment hereof will be binding unless in writing and signed by Convoy, and (j) the parties agree that all correspondence relating to these Terms shall be written in the English language.

21. For information, questions or notification of errors, please contact:

If you have any questions (or comments) or clarifications concerning the Terms and/or the Products and Services, you are most welcome to send us an e-mail and we will make an effort to reply within a reasonable timeframe: info@frain.dev.