

TERMS AND CONDITIONS OF USE

Last updated October 2023

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING THIS WEBSITE OR USING ANY OF ITS FEATURES, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE PLEASE REDIRECT YOUR BROWSER AND EXIT THE WEBSITE.

1. General

Welcome to our site: <https://www.cubefabs.com> (the “Site” or “Website”), which is owned and operated by the company of Cubefabs Inc. (herein referred to as “Cubefabs”, “we”, “us”, or “our”).

2. Terms

This Terms & Conditions of Use Agreement (“Agreement”, “Terms of Use”, or “Terms”) sets forth guidelines for the use and viewing of our Site. By browsing to the Site, you (as a “Visitor”) agree to these Terms of Use. A “Visitor” is defined as any individual browsing the Site. These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Cubefabs, concerning your access to and use of the Site.

You are agreeing to be bound by these terms and conditions by using or visiting the Site, including by clicking on any link or “box” available at or through the Site, viewing or accessing any of the services or information made available by or at the Site, or by entering any information of any kind in any query box or screen available at the Site. If You are employed by or are working on behalf of a company and are accessing this Site for any purpose related to that company, in agreeing to these Terms on Your own behalf, You are also agreeing to the Terms on behalf of that company and you represent that you have the authority to do so (in which event, the term “You” shall mean both You (the user) and such company).

In addition to reading these Terms of Service, you should also read our [Privacy Policy](#), which explains how We may collect and use your personal information. If you use or visit this Site, you agree to the terms of our Privacy Policy.

Cubefabs reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. Cubefabs will post any changes to these Terms of Use on the Site. All changes are effective immediately when we post them, and apply to all access to and use of our Site thereafter. Your continued use of our Site following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. We encourage you to periodically review this page for the latest information on our Terms of Use, as they are binding on you. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We will alert you about any changes only by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change.

Our Site is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. You may not use our Site if you are under the age of 18. By using our Site, you represent and warrant that you are of legal age to form a binding contract with Cubefabs and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use our Site.

By using the Site, you represent and warrant that:

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

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

3. Copyright, Trademark, and Site Mark Information

This Site and all digital content in any form on the Site, including all designs, text, graphics, pictures, video, audio, information, applications, and other files, and their selection and arrangement (each, “Digital Content”) are the exclusive property of Cubefabs, its licensors, or other third parties and are protected by copyright, trademark, and other intellectual property laws. Visitors may not modify, transmit,

publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Digital Content, in whole or in part.

The Cubefabs logos are proprietary trademarks and may not be used in connection with any product or material that is not provided by Cubefabs, or in any manner that is likely to cause confusion among Visitors, or in any manner that disparages or discredits Cubefabs.

All other trademarks displayed on the Site are the trademarks of their respective owners and may only be used with the permission of the owner. The display of the trademarks of third parties constitutes neither: (i) an endorsement or recommendation of those third parties; nor (ii) an endorsement of Cubefabs by those third parties.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Digital Content, and any Site marks.

4. Notification of Claimed Copyright Infringement

If you believe that your proprietary work has been copied and is accessible on our Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- A description of the copyrighted work that you claim has been infringed;
- Identification of the URL or other specific location on the Site where the material you claim is infringing is located;
- Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- An affidavit submitted by you, sworn to, and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.

Upon verification of your right to make such a request, we will comply with taking down the purported infringing material in accordance with applicable law. If the purported infringing material is later determined to be non-infringing, we reserve right to re-post such content.

Pursuant to Section 512 of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, Cubefabs designates the following individual as its agent for receipt of notifications of claimed copyright infringement:

Cubefabs, Inc.
63 Flushing Avenue

Brooklyn Navy Yard, Building 20
Brooklyn, NY 11205
Attention: Copyright Notice
By Email: copyright@cubefabs.com

5. Voluntary Submission

Cubefabs may collect Visitor Information that is voluntarily provided by you or with your permission. For example, we may ask you for information, such as your e-mail address, when you subscribe to our e-newsletters and other marketing materials. When you provide information to Cubefabs in connection with your access to or use of the Site, you agree to provide only true, accurate, current, and complete information.

In addition to these Terms and Conditions, you agree to the collection and use of your personal information as provided in Cubefabs's Privacy Policy which you can access by clicking [[Insert URL link](#)].

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you. You hereby waive all rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

6. Accessing the Website and Account Security

We reserve the right to withdraw or amend our Site, and any service or material we provide on our Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Site is unavailable at any time or for any period. From time

to time, we may restrict access to some parts of our Site, or the entirety of our Site, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to our Site; and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

You may not violate or attempt to violate the security of our Site, including by, without limitation, undertaking or attempting to undertake any prohibited activities (see Section 7 Prohibited Activities below).

In addition to blocking you from accessing our Site or content, we may bring a claim or recommend that you be prosecuted to the full extent of the law, for your violation of these Terms.

7. Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Access data not intended for you or logging on to a server or an account which you are not authorized to access, or attempt to impersonate another user.
- Use the Site to send spam or any form of duplicative or unsolicited messages.
- Harvest, collect, gather or assemble data or other content from the Site, including through any data mining, spiders, cheat utility, scraper, offline readers, robots, or similar data gathering and extraction tools, for any purposes, including without limitation to create or compile, directly or indirectly, a collection, compilation, database, or directory or to obtain information about other users without their consent.
- Circumvent, disable, or otherwise interfere with security-related features of the Site including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein, or interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Transmit through or post on the Site that is unlawful, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene.
- Use the Site or any information obtained from the Site in order to harass, abuse, or harm another.

- Make improper use of our support services or submit false reports of abuse or copyright infringement.
- Use the Site in a manner inconsistent with these Terms or any applicable laws or regulations.
- Use the Site to advertise or offer to sell goods and services.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) material containing viruses, Trojan horses, or other harmful or deleterious code, files, scripts, agents or programs, including without limitation any tracking tools (such as web bots, clear gifs, cookies, etc.) or any excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Delete the copyright or other proprietary rights notice from any content.
- Copy, adapt, decipher, decompile, disassemble, make a derivative of, or reverse engineer any of the software (including but not limited to Flash, PHP, HTML, JavaScript, or other code) or content comprising or in any way making up a part of the Site.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

8. Disclaimer

YOU AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER CUBEFABS, ITS AFFILIATES, NOR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE OR THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION PROVIDED THROUGH THE WEBSITE.

THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING

FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

IN NO EVENT WILL CUBEFABS, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE OR THE CONTENT INCLUDED THEREIN, BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. Term and Termination

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take

appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

10. Indemnification

Visitors agree to defend, indemnify, and hold harmless Cubefabs and its affiliates and their respective directors, members, officers, employees, and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of the use of the Site, including but not limited to, the violation of these Terms, or infringement of any intellectual property rights.

11. Third-Party Content

The Site may include links to sites owned and maintained by third parties not related to Cubefabs (collectively referred to as "Third-Party Sites"). Any such links to the websites or other properties of third parties are provided for your convenience only, and such links do not imply endorsement by Cubefabs or affiliation of such Third-Party Sites or the content contained therein. You acknowledge that we are not responsible for the availability of, or the content, or products located through any Third-Party Sites. You should contact those Third-Party Sites if you have any concerns regarding such links. Your use of any Third-Party Sites is subject to the terms & conditions of use and privacy policies of those sites. We encourage you to review all of the Third-Party Sites' policies.

Cubefabs disclaims all warranties, express or implied, as to the accuracy, legality, reliability, or validity concerning any Third-Party Sites and their product or content offerings, and you agree that any recourse for dissatisfaction or problems with any Third-Party Sites must be directed to the third party and not Cubefabs.

Any opinions, advice, statements, offers, or other information or content expressed or made available by third parties, are those of the third party and not of Cubefabs.

12. Site Management

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and

without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (4) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

13. Governing Jurisdiction

The Site can be accessed from the United States and from other countries around the world. Although each of these jurisdictions have laws that may differ from those of the United States, by accessing the Site, if you are located outside of the United States, you agree that all matters relating to access to, or use of, the Site, or any other hyperlinked website, shall be governed by the federal laws of the United States without regard to any principals of conflicts of law. These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of New York.

14. Compliance with Laws and International Use

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations, or other government requirements.

Furthermore, we make no representation that Digital Content on the Site is appropriate or available for use in locations outside the United States, and accessing them from territories where such Digital Content is illegal is prohibited. Those who choose to access the Site from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

14.1. Technology Export Control

Through the Bureau of Industry and Security and its use of the Export Administration Regulations, the United States government has implemented export control laws that regulate the export and re-export of technology originating from within the United States. This technology includes the electronic transmission of information or software. The export control laws regulate the exporting or re-exporting of this technology to foreign countries and to certain foreign nationals. As a Visitor you agree to abide by these laws and regulations, including but not limited to, the Export Administration Act, U.S. Foreign Corrupt Practices Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Digital Content from the Site to either a foreign national or foreign destination in violation of such laws.

14.2. Data Protection Regulation

As noted in our Privacy Policy, any personal information you provide may be subject to applicable data protection regulations. If you are a resident of a jurisdiction granting individual rights for personal information, see our Privacy Policy as to your rights and how to request such rights.

Cubefabs does not actively target or market to any EU member state. However, Cubefabs does engage with some customer companies who have or maintain a presence in the EU or who have customers and data subjects in the EU, any of which may be covered under GDPR. In such instances, Cubefabs may process or control an EU citizen's personal data under a valid legal basis such as a contract to provide such services or with the consent of the EU citizen. This Agreement, in conjunction with our [Privacy Policy](#), which you can access by clicking cubefabs.com/privacy-policy are intended to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "General Data Protection Regulation" or "GDPR") and provide appropriate protection and care with respect to the treatment of all personal data in accordance with the GDPR.

15. Miscellaneous Terms

These Terms of Use constitute the entire agreement and understanding between us, superseding any prior agreements and understandings, and govern your use of the Site. Our failure to enforce or exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is determined to be unlawful, void, or unenforceable for any reason, the other provisions (and any partially enforceable provisions) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms of Use may be assigned by Cubefabs, in our sole discretion, to a third party in the event of a merger or acquisition or change of control. The section titles and headings in these Terms of Use are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms of Use.

Any rights not expressly granted herein are reserved by and for us.

Cubefabs will use commercially reasonable efforts to promptly respond and resolve any problem or question.

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