

UMBRELLA GENERAL TERMS OF SERVICE

I. SITE AND SERVICES

WHO

Welcome to Useumbrella.com, these Umbrella General Terms of Service (the “**General Terms**”) are a legally binding agreement between you (“**User**” or “**you**”) and us, Useumbrella International Company Ltd. (here-in after referred to as Umbrella) and its formally affiliated entities., the “**Company**”, “**us**”, “**we**” or “**our**”), that governs your access and use of the products and services on our website www.useumbrella.com or any successor thereto (the “**Site**”) and the Site.

WHAT

We provide a platform built to connect and assist Founders, Pre Seed and Seed Startups, Investment Advisors, and Investors. By accessing the Site or by accessing or using any of the Services including by simply viewing content on the Site, you are agreeing that you, and each person you allow to access Umbrella through your Account, will abide by the terms of these General Terms, any Service Terms applicable to the Service(s) you have accessed, our Privacy Policy (collectively, the “**Terms**”) which is set forth in its entirety below or otherwise incorporated herein. These Terms are between you and Umbrella, and they govern your access to and use of the Platform, and other services, websites, and applications offered by Umbrella (the “**Services**”). For the avoidance of doubt, the Site is a part of the Services. The Site may also connect you to the Payment Services, which are provided by a Bank/Payment Service Provider. Your access to and use of the Services are conditioned on your acceptance of and compliance with the Terms. IF YOU DO NOT AGREE WITH THE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING ANY OF THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Your use of the Services is subject to all additional terms, policies, rules, or guidelines referenced in these Terms or that we may post on or link from the Services (the “**Additional Terms**”), such as end user license agreements for any downloadable software applications, or rules applicable to a particular feature or content on the Services. All Additional Terms are incorporated by reference into, and made a part of, these Terms.

By purchasing and/or using the Services, you acknowledge that you have all necessary rights and consents to provide any information related to any third party that you provide to us. The Site is not directed to any person in any jurisdiction where (by reason of that person’s nationality, residence or otherwise) the publication or availability of the Site is prohibited. Persons in respect of whom such prohibitions apply must not access the Site.

Umbrella and its affiliates are not obligated to provide you with any support, upgrades, updates, add-ons, patches, enhancements, or fixes for the Site or Services (collectively, “**Updates**”). Umbrella may, however, occasionally provide Updates to the Site or Services at its sole discretion (and without any advanced notification to you). Any such Updates shall become part of the Services and subject to the Terms.

Capitalized terms used herein are defined herein or otherwise in Section XVIII (Definitions) of these General Terms.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND UMBRELLA THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION XII (ARBITRATION) BELOW FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).

HOW

If you want to use the Services, you will need to create an account (“**Account**”) for each applicable Service and fill out an associated User profile. It’s important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information to keep it accurate, complete and up-to-date. If you don’t, we might have to suspend or terminate your Account). You agree that you won’t disclose your Account password to anyone and you will notify us immediately of any unauthorized use of your Account. You are responsible for all activities that occur under your Account, whether or not you know about them.

II. CONTENT OWNERSHIP, RESPONSIBILITY AND REMOVAL

Definitions. For purposes of the Terms: (i) “**Content**” means text, graphics, images, music, software, audio, video, data, works of authorship of any kind, and information or other materials that are posted, generated, provided, transmitted or otherwise made available through the Services; and (ii) “**User Content**” means any Content that you or any User of your Account provides to be made available through the Services, including, without limitation, any profile information, the content of your communications, comments, forum posts or other postings on the Services, and any other information that you provide to us or another User in connection with the Services.

Our Content Ownership. We do not claim any ownership rights in any User Content and nothing in the Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. We do not claim any ownership rights in any Third-Party Services. Subject to the foregoing, and as between the parties, we exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Umbrella Services and Content are protected by copyright, trademark, and other laws. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content. You acknowledge and agree that Umbrella reserves the right to conduct any background check or other screening on its users at any time using available public sources.

Rights in User Content Granted by You. By making any User Content available through the Services you hereby grant to us a non-exclusive, perpetual, irrevocable, transferable, worldwide, royalty-free license, with the right to sublicense through multiple tiers, to use, copy, modify, create derivative works based upon, distribute, publicly display, publish, and publicly perform your User Content in connection with operating, improving, promoting, adding to, and providing the Services and Content to you and to other Users.

Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under the Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by us on or through the Services will infringe, misappropriate or violate a third party’s intellectual property rights, rights of publicity or privacy, Moral Rights, or result in the violation of any applicable law, rule or regulation.

Removal of User Content. You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as your profile information or messages you send) may not be completely removed and copies of your User Content may continue to exist on the Service. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

Right to Control Content. Umbrella may, but is not required to, monitor, edit, remove or in any other manner control the Content posted via the Site and Services. Our non-exercise of this right does not give you any right to make a claim against an Umbrella Party. Any Content that has been uploaded through the Services may be deleted or modified at any time without notice to you.

No Endorsement of Content. The Company does not control or endorse the Content, messages or information found in the Services or external websites that may be linked to or from Umbrella, the Site or Services and, therefore, the Company specifically disclaims any responsibility with regard thereto.

No Obligation to Display Content. The Company has no obligation to accept, display, review, verify, monitor or maintain any Content submitted by Users. We have the right to delete Content from the Services without notice for any reason at any time. The Company may move, re-format, edit, alter, distort, remove or refuse to exploit Content without notice to you and without liability. Notwithstanding the foregoing rights, the Company reserves the right to treat Content provided by Users and Comments as Content stored at the direction of Users for which the Company will not exercise editorial control except as required to enforce the rights of third parties and applicable Content restrictions when violations are brought to the Company's attention.

III. THIRD-PARTY SERVICES

You may have access to certain applications and features provided by third parties through the Services, such as ID verification services or Payment Services (“**Third-Party Services**”). Your use of any Third-Party Services is subject to these Terms and to any third-party terms applicable to such Third-Party Services. If you do not accept the applicable third-party terms, do not use such Third-Party Services. When using Third-Party Services, you are responsible for any information you provide to such third party. Umbrella has no responsibility or liability for any Third-Party Services. Providers of Third-Party Services may change or discontinue the functionality or features of their Third-Party Services. Any data or information you allow Umbrella to access from a Third-Party Service is deemed User Content for purposes of these Terms.

IV. COVENANTS

You agree that

1. you have the right, authority, and capacity to enter into the Terms on your own behalf and on behalf of any entity or third party for whom you are acting and to abide by all of the terms and conditions contained herein, and that if any aspect of your participation in the Services violates provisions of the law to which you are subject, you will cease using the Services and close your Account;
2. you are at least 18 years old;

3. you have read and understood the General Terms, any applicable Service Terms and Privacy & Cookies Policy before using the Site and the Services, and you will review any updates to the foregoing;
4. your use of the Site and Services is not prohibited based on your residence, jurisdiction of organization, citizenship or location from which you are accessing the Site and Services;
5. you shall be solely responsible for maintaining the confidentiality of your login information including your User ID and password;
6. prior to acting for any third party in respect of the Site or Services (including any entity), you will disclose all such third parties to us;
7. you will promptly update your registration information (including your email address and other contact information) with the Company and all Content you provide so that it remains true, correct and complete;
8. you will only provide Umbrella with Content that you have a right to provide to Umbrella and to allow Umbrella to display through the Services;
9. you have adequate rights to all copyrights, trademarks, trade secrets, intellectual property or other material provided by you for display, publication or use by Umbrella;
10. you will conduct yourself in a professional and honest manner in all your interactions with Umbrella, the Site and Services, and with any other User, including refraining from defaming, disparaging, threatening, harassing, or intimidating anyone or using misleading, profane, offensive, obscene, or otherwise objectionable content or language;
11. to the extent that Umbrella is determined, for any reason, not to be the licensee of any User Content you have shared through the Site or provided to us, including all rights of, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "**Moral Rights**"), you hereby (a) ratify and consent to any action that may be taken by or authorized by Umbrella with respect to such Moral Rights and agree not to assert any Moral Rights with respect thereto, and (b) agree that you will confirm any such ratifications, consents and agreements from time to time as requested by Umbrella;
12. your User Content will be viewable by other Users of the Services and through third party services and websites and Umbrella shall not be responsible for any republishing of the same through third party services and websites (whether in accordance with the Terms or in breach thereof such as by a third party that hacks into our Site or scrapes Content);
13. you should only provide Content that you are comfortable sharing with others;
14. you understand that your Content may be republished and if you do not have the right to submit Content for such use, it may subject you to liability, and that Umbrella will not be responsible or liable for any use of your Content by Umbrella in accordance with the Terms;

15. you understand that any other Content you find on or through Umbrella is the sole responsibility of the person who originated such Content;
16. you acknowledge that you do not rely on the Company to monitor or edit the Services (including emails initiated by individuals, regardless of whether those individuals are otherwise associated with the Company) and you hereby waive any objections and claims you might have with respect to viewing such content;
17. you will not post any inaccurate, misleading or deceitful User Content;
18. you are not relying on Umbrella to, and you understand that we do not always; review, confirm, monitor, endorse, support, represent, guarantee or have any knowledge of the completeness, truthfulness, accuracy or reliability of any Content or communications posted via the Site or Services or endorse any opinions expressed via the Services;
19. by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate, incomplete or otherwise inappropriate, and that you have no claim against Umbrella, its affiliates and their employees and other representatives for any such material;
20. the Service may include advertisements or other similar items, which may be related to Content, queries made through the Services, or other information, and you have no claim against Umbrella for the placement of advertising or similar Content on the Services or in connection with the display of any Content or other information from the Services;
21. you will comply with all applicable laws, rules and regulations in using the Site and the Services, as well as in engaging in any contractual relationship resulting therefrom;
22. if you operate, manage or otherwise control a search engine or robot, or you republish a significant fraction of Umbrella Content (as we may determine in our reasonable discretion), you must additionally follow these rules:
23. we may make available one or more APIs for interacting with the Services. Your use of any Umbrella API on the Site is subject to our explicit written approval and the Terms.

You agree that you will not:

1. use a name, email address, image, residential address, company details or other identifying information that is false, deceptive, has the effect of hiding your own affiliation or identity or use a name, email address or other identifying information that belongs to, is owned by, or controlled by another person with the intent to impersonate that person or for any other reason;
2. use a User ID, password or other login information that is subject to any rights of another person without appropriate authorization;
3. create an account or use the Site or Services if you have been previously removed by Umbrella, or if you have been previously banned from the Site or Services;
4. copy, disclose or distribute Content except as expressly permitted by the Terms (including through the use of automated or non-automated harvesting, collection or "scraping") or otherwise use the Site or Services for competitive purposes;

5. use any Content, or other information acquired from Umbrella Parties, Users, the Site or otherwise through your use of the Services for commercial or investment activity or purpose outside of the purposes for which we make the Services available, or in a manner that directly or indirectly competes with Umbrella, the Site or the Services, without prior written approval from the Company;
6. use any automated system (including a spider, robot, or offline reader) to access the Site or Services in a manner that takes more bandwidth or produces greater load on Umbrella's network or servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except Umbrella grants public search engines revocable permission to copy materials from the publicly available searchable indices of the materials, excluding any caches or archives of such materials);
7. behave inappropriately towards any User of the Site or Services, or use the Site or Services to behave inappropriately towards any other third party (including by stalking, hacking, phishing, harassing, spamming, bullying, insulting, or otherwise harming anyone);
8. post any User Content that is fraudulent, false, misleading, defamatory, slanderous, libelous, obscene, threatening, unlawful, infringing, inflammatory, or in violation of agreements or policies you are subject to;
9. interfere with, disrupt, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site or Services or related networks;
10. destroy, manipulate, remove, disable, redact, modify, distort or harm any Content provided by another User or any functionality or feature of the Site or Services (including by de-indexing or de-caching our Site);
11. upload worms, Trojan-horses, viruses, malware, invalid data or other software agents through the Site and/or Services;
12. market competing services to people or Users you have identified through Umbrella, the Site or Services;
13. use Umbrella to market services;
14. rent, lease, resell, sublicense, distribute, or otherwise transfer access to any of the Services, or use any of the Services in any other way that allows third parties to exploit any of the Services without Umbrella's knowledge and express written consent;
15. claim any right to access, view or alter any source code or object code of or supporting the Services;
16. claim any ownership or other proprietary right in any material, software or other intellectual property displayed on, published by or otherwise available through the Site or Services, other than Content, software or intellectual property that you own or otherwise have rights to without regard for its appearance on the Site or Services;
17. encourage or enable any other person or entity to do any of the foregoing;
18. violate the Community Rules of Umbrella, as defined in Section XVIII (Definitions);

19. allow access to your Account by a direct competitor of Umbrella, unless such access is necessary for Umbrella's provision of the Services; and
20. solicit or otherwise contact Users on the Site to request contact information, such as emails or social media profiles, unless required by law or necessary for Umbrella's provision of the Services.

V. PRIVACY AND CONFIDENTIALITY

Umbrella values your privacy. Please review our Privacy Policy to learn more about how we collect and use information about you via the Services. The Privacy & Cookies Policy explains how Umbrella treats your personal information and protects your privacy when you access the Site or use the Services.

We may amend the Privacy & Cookies Policy at any time in our sole discretion, effective upon posting the amended Privacy & Cookies Policy at the domain of <https://useumbrella.com/privacy-policy> where the prior version of the Privacy & Cookies Policy was posted, or by communicating these changes through any written or other contact method we have established with you. Your use of the Services following the date on which such amended Privacy & Cookies Policy is published will constitute consent to such amendments to the extent they do not have retroactive applicability.

By using the Services you may have an opportunity to see Content created by other Users. You agree not to copy, distribute or disclose that Content or permit any other person to do so.

By registering with Umbrella, or otherwise using the Services or viewing Content made available through Umbrella in any way, you may have an opportunity to see sensitive Information. It is expected that you will use discretion in determining what you do with that information. You agree, however, that you will not republish any information you acquire through the Services via an Internet website, mobile application or otherwise, for which one of the principal purposes is to compete with Umbrella. You agree to take appropriate precautions to protect Content you obtain from the Site against misuse or disclosure.

Client Confidentiality. We are not obligated to maintain the confidentiality of any Content you give us, other than Locked Information, and with respect to Locked Information, we are not obligated to protect it other than by designating it as such.

VI. RELEASE AND INDEMNITY

Release. You hereby irrevocably release any claims you may have against Umbrella, its affiliates or subsidiaries, and the directors, officers, managers, partners, employees, members, owners, shareholders, agents, attorneys, third-party content providers, distributors, licensee or licensors and representatives of the foregoing (the “**Umbrella Parties**”) that are in any way related to:

1. the Site, the Services or your use of Content, including any representations, recommendations or referrals you may receive or make as a result of your registration with the Site;
2. misstatements, inaccuracies, misrepresentations, incompleteness or omissions in Content, and your reliance on the quality, accuracy or reliability of any information, and metrics used on or available through the Site or the Services;

3. contractual obligations or any other obligations that may arise, including by statute or operation of law, through communications made by Users;
4. violations of the Terms, including through other Users posting Content that is fraudulent, false, misleading, defamatory, slanderous, libelous, profane, obscene, invasive, threatening, harassing, bullying, intimidating, unlawful, infringing, inflammatory, or in violation of agreements or policies the User is subject to;
5. any use by a third party of Content obtained from the Site or Services, including any misappropriation, infringement, or other unlawful activity that a third party may undertake after obtaining Content in contravention of the Terms or applicable laws, rules or regulations;
6. your inability to use or access the Site, the Services or any Content, including, without limitation, as a result of (i) any suspension or termination of your Account; (ii) viruses, malicious code, bugs, glitches or errors in the Site or the Services; or (iii) delays, outages or disruptions that affect the Site or the Services;
7. your use of any Payment Services provided by a Payment Service Provider or Bank and Investment Advisory Services Provided by an Investment Advisor;
8. any content that is submitted to a Bank via information you submitted to us in connection with the Services including, without limitation, misleading, false, or inaccurate information; and
9. any other party's access and use of the Services with your Account.

You are solely responsible for your use of the Site, Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other Users and third parties. You acknowledge and agree that Umbrella is not a party to the relationship or any dealings between Users of the Services or the Site. Without limiting the foregoing, you acknowledge that Users are solely responsible for verifying and ensuring the accuracy, completeness and legality of any Content.

Umbrella Employees and Affiliates. You understand that Umbrella's Employees/Affiliates may independently participate in the Services as users of the Services, and that Umbrella is not responsible for any of their activities, including statements or other information in any emails or other communications such individuals make in that capacity.

Indemnity. You agree to defend, indemnify and hold harmless each of the Umbrella Parties from and against any claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to costs and attorney's fees) ("**Losses**") arising from or related to any claim or demand made by any third party due to or arising out of: (a) your or your Permissioned Users' access to or use of the Site or Services or access to or use of the Site or Services by a third party using your or your login information; (b) your or your violation of the Terms or any applicable law, rule or regulation, or such a violation made by a third party using your or your login information; (c) your violation of any third party's right (including by defamation, fraud, or infringement or misappropriation of intellectual property rights such as copyright, logo, trademark, service mark, trade name, property or privacy right) or any such violation caused by a third party using your or your login information; (d) any amounts awarded against or required to be paid by any Umbrella Party in connection with any dispute between or involving you and another User, including, without limitation, disputes arising from an employment, contractual or similar relationship between an Umbrella Party and you or another User based on communications you or your Permissioned User (or a third party using your

or your login information) made through the Site or Services; (e) any Content you or your Permitted User (or a third party using your or your Permitted Users' login information) shared with other Users through the Site or Services; (f) your and your Permitted Users' negligence, willful misconduct or fraud; (g) any content that is submitted to a Bank via information you submitted to us in connection with the Services including, without limitation, misleading, false, or inaccurate information; and (h) any other party's access and use of the Services with your Account. You shall pay all reasonable attorneys' fees, court costs, settlements, disbursements and other defense costs in connection with the Losses arising under this paragraph. Your obligations under the foregoing indemnity may not be offset against any other claim you may have against any Umbrella Parties. You remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Site and Services. You agree that the provisions in this paragraph will survive any termination of your Account(s), the Site or the Services.

VII. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU AGREE AND ACKNOWLEDGE THAT IN NO EVENT SHALL ANY UMBRELLA PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICE OR THE CONTENT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LITIGATION COSTS OR A LOSS OF REPUTATION, OPPORTUNITIES, USE, DATA, REVENUE OR PROFITS, WHETHER OR NOT ANY UMBRELLA PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE OR SERVICE, ON ANY THEORY OF LIABILITY RESULTING FROM (1) THE USE OR INABILITY TO USE THE SITE OR SERVICES (INCLUDING ON ACCOUNT OF THE TERMINATION OR SUSPENSION OF YOUR ACCESS TO THE SERVICES OR SITE OR TERMINATION OR SUSPENSION OF YOUR ACCOUNT); (2) STATEMENTS OR CONDUCT OF ANY OTHER PARTY ON THE SITE AND/OR SERVICES, INCLUDING ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM ANY OF THE BANKING SERVICES YOU RECEIVE PURSUANT TO THE BANKING AGREEMENTS OR OTHERWISE; (3) ANY DELETION OR MODIFICATION OF CONTENT YOU OR A THIRD PARTY PROVIDED ON THE SITE OR THROUGH THE SERVICES; OR (4) ANY OTHER MATTER RELATED TO THE SITE AND/OR SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE SITE AND SERVICES MAY CONTAIN OR DELIVER ADVERTISING AND SPONSORSHIPS. ADVERTISERS AND SPONSORS ARE RESPONSIBLE FOR ENSURING THAT MATERIAL SUBMITTED FOR INCLUSION IS ACCURATE AND COMPLIES WITH APPLICABLE LAWS. WE ARE NOT RESPONSIBLE FOR THE ILLEGALITY OR ANY ERROR, INACCURACY OR PROBLEM IN AN ADVERTISER'S OR SPONSOR'S CONTENT.

YOU AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND UMBRELLA AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G., WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF UMBRELLA HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT ONLY, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE SERVICES IS AT YOUR SOLE RISK AND 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 NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF SERVICE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE UMBRELLA PARTIES WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, BUG-FREE OR ERROR-FREE.

1. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or media players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to your or to any other person’s computer, mobile phone or other hardware or software, related to or resulting from using or downloading materials in connection with the web and/or in connection with the Services, including any mobile software. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any content or personal injury or death, resulting from anyone’s use of the Services, any Content or third party applications, software or content posted on or through the Services or transmitted to users or any interactions between Users of the Services, whether online or offline.
2. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content thereon or any content you receive as a result of your relationship with Umbrella. Umbrella will not be responsible or liable for any harm to your computer system, loss of data or other harm that results from your access to or use of the Services or any Content. You also agree that Umbrella has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services . We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. No advice or information, whether oral or written, obtained from Umbrella or through the Services, will create any warranty not expressly made herein.
3. UNDER NO CIRCUMSTANCES WILL ANY UMBRELLA PARTY BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID THE COMPANY IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.
4. To the extent any provision(s) relating to arbitration, disclaimer, waiver of liability or any other rights and obligations set forth herein is not permissible or enforceable under foreign laws as applied to users from such foreign jurisdictions, each such provision shall be deemed removed and invalid, but all remaining provisions shall be in full force and effect.

VIII. COMPANY RIGHTS

Ownership. All right, title, and interest in and to the Site and Services (excluding User Content and Third-Party Services) is and will remain the exclusive property of Umbrella and its licensors. The Site and Services are protected by copyright, trademark, and other laws. Except as expressly provided herein, nothing in the Terms gives you a right to use the Umbrella name or any of the Umbrella

trademarks, logos, domain names or other distinctive brand features. You agree not to copy, distribute or disclose any Content contained on the Site or accessible through the Services unless we have given you express written permission to do so.

Right to Change the Services. Umbrella reserves the right to discontinue, condition, modify, change, suspend or limit the Services or access to the Site in any way and at any time, with or without notice to you, without liability.

Right to Terminate User Access. Umbrella reserves the right to terminate your access to the Site and the Services without notice and, if you violate the Terms, to pursue other remedies at law or in equity. We may delete your Account for any reason that we decide in our sole discretion is necessary. If we delete your Account you will lose all access to your User Content and other Content (including any information, connections or other features that may have value to you that may have been associated with your Account).

Right to Refuse or Cancel Registration. Umbrella has the right to refuse registration of or cancel your Account in its discretion for any reason or for no reason. In addition, Umbrella reserves the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Site or through the Services or to terminate Users and/or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information (including Content) as we reasonably believe is necessary to (i) comply with or satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms (including investigation of potential violations hereof), (iii) detect, prevent or otherwise address fraud, security or technical issues, (iv) respond to User support requests or (v) protect the rights, property or safety of Umbrella, its Users and the public.

User Acknowledgement. Without limiting the generality of the foregoing, you specifically acknowledge that the Company is exempt from liability to any person for any claim based upon its termination of an account or disabling of access to or removal of any Content, including material it believes, in its sole discretion to violate the Terms, regardless of whether the material ultimately is determined to be infringing or otherwise prohibited, and regardless of whether such termination or disabling has the effect of reducing the value of any Content or opportunities that might otherwise have been available to you. By using the Services, you agree that notice to you through an email to the email address you provided in your profile constitutes reasonable efforts to notify you of any removal or disabling if such notice is required.

No Obligations to Feature or Pay for Content. Umbrella is not directly obligated to pay you or to cause any other party to pay you any compensation with respect to your activities on the Services, the Site or Content you provide to the Site. Umbrella is not obligated to feature or otherwise display your Content on the Site.

Reversing Distributions or Payments Made in Error. To the extent that a payment or distribution is made to you or your Account due to an error by a Company Party or other error, you agree that we may reverse that payment or distribution only to the extent to correct such error.

Marketing. You agree that we may use your (and your organization's) name and logo in listings of the Umbrella's customers on our Site and in other public statements or disclosures for the purposes of marketing the Services.

Subject to your acceptance and the terms here-in, Umbrella grants to you a non-assignable, non-exclusive, non-transferable, non-sublicensable, revocable limited license to use the Services and related software for your reasonable internal business or personal purposes and only in

accordance with the Terms and any other guidelines and requirements that we may implement from time-to-time, provided that you:

1. do not use the license to engage in any commercial activity;
2. do not modify the Content, except as described below;
3. attribute Umbrella with a human and machine-followable link (an anchor tag) linking back to the page displaying the original source of the Content on Umbrella;
4. make a reasonable effort to update a particular piece of Content to the latest version on Umbrella; and
5. make a reasonable attempt to delete Content that has been deleted on Umbrella.

Umbrella reserves the right in its sole discretion to determine whether any use of the Services by you or any third party is acceptable and to revoke your or any third party's access to any aspect of the Services in the event Umbrella determines that such use is not consistent with Umbrella's mission or otherwise not in the best interests of Umbrella, its customers, or users. Umbrella reserves all rights not expressly granted herein in the Services.

IX. COPYRIGHT POLICY

- a. Umbrella respects the intellectual property rights of others and requires anyone providing Content to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us.
- b. If you believe that your copyrighted work has been copied without your authorization and is available through the Site or Services in a way that may constitute copyright infringement, or if you believe that any Content accessible through the Site or Services violates the Terms or your intellectual property rights, please notify us as soon as possible by sending an email to support@useumbrella.com containing the following information: (i) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (ii) identification of the copyrighted work claimed to have been infringed; (iii) your contact information, including your address, telephone number, and an email address; (iv) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; (v) a statement that the information in the notification is accurate, and, that you are authorized to act on behalf of the copyright owner; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf.
- c. Please note that in addition to being forwarded to the person who provided the allegedly illegal Content, we may send a copy of your notice (with your personal information removed) to for publication and/or annotation.
- d. We reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, Umbrella will also terminate a User's Account if the User is determined to be a repeat infringer.
- e. The Company has no obligation to monitor or enforce any intellectual property rights that may be associated with Content you provide to us, but the Company does have the

right to enforce such rights through any means it sees fit, including bringing and controlling actions on your behalf.

X. TERM AND TERMINATION

Unless terminated by Umbrella, the Terms will remain in full force and effect while you access or use the Site or any of the Services. Subject to the last sentence of this Section, you may terminate the Terms at any time by deleting all User Content you have provided to Umbrella and ceasing to use the Site and Services; provided that (i) upon such termination all rights to use and access any of the Services will be immediately and automatically revoked; (ii) all amounts due to Umbrella in connection with the Terms will become due and payable; and (iii) you will not be entitled to a refund of any fees paid in advance to Umbrella for any of the Services. Umbrella may terminate the Terms at any time, including if you are suspected of violating any provision of the Terms. Upon termination of the Terms for any reason, you shall destroy and remove from all computers, cloud storage and other storage media all Content that you acquired through use of the Site or Services. All provisions of Section II (Content Ownership, Responsibility and Removal); Section III (Third-Party Services); Section IV (Covenants); Section V (Privacy and Confidentiality); Section VI (Release and Indemnity); Section VII (Limitation of Liability); Section VIII (Company Rights); this Section X (Term and Termination); Section XI (Disputes with Others); Section XII (Arbitration); Section XIII (Feedback); Section XV (Billing, Refunds and Chargebacks); Section XVI (Electronic Communications, Transactions and Signatures); and Section XVII (General) and any other provision of the Terms which by their nature are designed to survive termination shall survive any termination or expiration of the Terms.

Any paid Third-Party Services that you access through the Services may also terminate upon termination of the Services. To cancel the Services, please contact us. You understand and acknowledge that deletion of your Account may be subject to your Account administrator's consent and approval, if applicable. Any removal or deletion of User Content is governed by our Privacy & Cookies Policy.

XI. DISPUTES WITH OTHERS

We reserve the right, but have no obligation, to monitor and/or manage disputes between you and other Users. If you have a dispute with another User, you release the Umbrella Parties, and hereby agree to indemnify them from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of, or in any way connected with, such a dispute.

XII. ARBITRATION

THE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. BY AGREEING TO THE TERMS, YOU WAIVE YOUR RIGHT TO A COURT/JURY TRIAL OR CLASS ACTION. IN ADDITION, THE TERMS LIMIT THE BASES FOR LIABILITY AND REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. *Informal Negotiations.* To expedite resolution and control the cost of any dispute, controversy or claim related to the Terms (or the breach, termination, enforcement, interpretation or validity thereof) (“**Dispute**”), you and Umbrella agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for

at least thirty (30) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other. You will send your notice to support@useumbrella.com. Umbrella will send its notice by email to the email address provided by you in connection with your use of the Services.

2. *Binding Arbitration at Option of Either Party.* If you and Umbrella are unable to resolve a Dispute through informal negotiations, either you or Umbrella may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by confidential binding arbitration, and not in a class, representative or consolidated action or proceeding. ANY ELECTION TO ARBITRATE BY ONE PARTY SHALL BE FINAL AND BINDING ON THE OTHER. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND OR HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the prevailing Arbitration and Conciliation Act (or equivalent alternative dispute resolution laws) in the location/jurisdiction in which Umbrella is Domiciled at the time of the dispute. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. The arbitration may be conducted, at the option of the claimant, either in person or by video conference. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged within a reasonable period of time (not to exceed 30 days) if the arbitrator fails to do so. Except as otherwise provided in the Terms, you and Umbrella may litigate in court to compel arbitration, stay proceedings pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Judgment upon any award rendered by the arbitrator(s) may be entered and enforcement obtained thereon in any court having jurisdiction. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. Each party shall have the right to participate by video conference in order to minimize travel and expense burdens. Subject to Section VI (Release and Indemnity) and Section VII (Limitation of Liability) of the Terms, the arbitrator shall have authority to grant any form of appropriate relief, whether legal or equitable in nature, including specific performance.
3. *Restrictions/No Class Actions.* You and the Company agree that any claim brought in connection with a Dispute, whether resolved through arbitration or not, will be brought between the Company and you individually, and that you may not assert any such claim against Company as plaintiff or class member in any purported class or representative proceeding. To the full extent permitted by law, (1) no arbitration shall be joined with any other User; (2) no Dispute between you and Umbrella is to be arbitrated on a class-action basis or will utilize class action procedures; and (3) you may not bring any Dispute in a representative capacity on behalf of the general public, other Users of the Site or Services or any other persons. If this specific provision is determined to be unenforceable, then the entirety of this Section will be null and void.
4. *Right to Opt Out of Arbitration.* You may opt out of the arbitration provisions of this Section by notifying Umbrella in writing within thirty (30) days of the date you first registered for your Account. To opt out, you must send a written or email notification to Umbrella that includes (i) your Account name, (ii) your name, (iii) your address, (iv) your email address and (v) a statement indicating that you wish to opt out of the arbitration provisions of the Terms. Opting out of these arbitration provisions will not affect any

other terms of the Terms. If you do not opt out as provided in this paragraph, then your continued use of your Account, the Site or the Services constitutes mutual acceptance of these arbitration provisions.

5. *Exceptions to Informal Negotiations and Arbitration.* You and the Company agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or the Company's intellectual property rights; and (2) any claim for injunctive relief.
6. *Effect of Changes on Arbitration.* Notwithstanding the provisions of Section XIV (Modification of Terms) below, if Company changes any of the terms of this Section after the date you first accepted the Terms (or accepted any subsequent changes to the Terms), you may reject any such change by sending us written notice (including by electronic mail to support@useumbrella.com) within 30 days of the date such change became effective, as indicated in the "Effective Date" date below or in the date of Company's email to you notifying you of such change (whichever is earlier). By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Company in accordance with the terms of this Section as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms).

XIII. FEEDBACK

Comments, Feedback, Suggestions, Ideas, And Other Submissions. The Services may invite you to chat or participate in blogs, message boards, and other functionality and may provide you with the opportunity to create, submit, post, transmit, publish or distribute Content to the Company or to/via the Services. Any such material you transmit to the Company or otherwise through the Services will be treated as non-confidential and non-proprietary. All comments, feedback, suggestions, ideas, forum posts and other submissions disclosed, submitted or offered to the Company in connection with the use of the Services or otherwise, and any chat, blog, message board, online forum, text, email or other communication with the Company, is hereby licensed by you to the Company on a nonexclusive, worldwide, royalty-free, perpetual, transferable and fully sublicensable basis. For more information, see our Privacy Policy.

XIV. MODIFICATION OF TERMS

We reserve the right, in our sole and absolute discretion, to modify, add, remove, correct or replace portions of the Terms, or change, suspend, or discontinue any Service at any time.

Such modifications shall become a part of the Terms and be automatically effective once posted on the Site. You will be subject to, and will be deemed to have been made aware of and to have agreed to, the changes in any revised Terms by your access to or use of the Site or Services after the date such revised Terms are posted.

Neither the course of conduct between the parties nor trade practice will act to modify the Terms.

XV. BILLING, REFUNDS AND CHARGEBACKS

Billing. Unless otherwise noted, all prices or fees exclude all applicable taxes (sales, value-added, use or other), levies, or duties imposed by taxing authorities (“**Taxes**”), and you shall be responsible for payment of all applicable Taxes.

Refunds. Except as otherwise provided in any applicable Service Terms, or as otherwise agreed in writing by the parties, under no circumstance will we provide you any refunds on any fees or charges for the Services. If you believe your situation warrants a refund, you must contact Umbrella and submit your request within seven (7) days of the applicable payment to be considered for a refund. All refund requests will be evaluated by us in our sole discretion on a case-by-case basis.

If your request was reviewed and approved in writing by us, you will receive the refund on your original payment method unless indicated otherwise within 30 days of the refund being issued.

Disputes and Chargebacks. You agree to contact Umbrella before issuing a chargeback or disputing any payments made on the Site or the Services. You understand that doing otherwise is a violation of the Terms, and may result in the suspension or termination of your Account and company profile.

XVI. ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and further consent to the Use of Electronic Records and Signatures) for all Services. You certify, warrant and represent that the email address you have provided to us is your email and not someone else’s.

You consent to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, with Services-related information such as alerts, account verification, or questions about your use of the Services. You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else’s.

You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. Umbrella and our agents, representatives, affiliates and anyone calling on our behalf may use such means of communication described in this Section even if you will incur costs to receive such phone messages, text messages, emails or other means.

By entering into these Terms or using the Services, you agree to receive communications from us, including e-mails, text messages, alerts, and other electronic communications. Standard message and data rates apply to all messages sent to or received from us. Any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communication be in writing.

XVII. GENERAL

1. . Umbrella makes no representation that the Site and Services are appropriate or available in other locations globally. The information provided on or through the Site and Services 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 Umbrella to any registration requirement within such

jurisdiction or country. Accordingly, those persons who choose to access the Site and Services 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.

2. *Injunctive Relief.* You acknowledge that the rights granted and obligations made hereunder to Umbrella are of a unique and irreplaceable nature, the loss of which shall irreparably harm Umbrella and which cannot be replaced by monetary damages alone, so that Umbrella shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).
3. *Venue and Governing Law.* The Terms and all aspects of the Services and Site shall be governed by and construed in accordance with the internal laws of the Jurisdiction in which Umbrella's head office is domiciled.
4. *Waiver and Severability.* The failure of Umbrella to require or enforce strict performance by you of any provision of the Terms or to exercise any right under the Terms shall not be construed as a waiver or relinquishment of Umbrella's right to assert or rely upon any such provision or right in that or any other instance. Umbrella may choose to enforce certain portions of the Terms more strictly or to interpret certain provisions more strictly against certain Users than it does against Users in general, and such disparate treatment shall not be grounds for failing to comply with the Terms. The waiver of any right under the Terms by Umbrella will be effective only if made in writing and signed by one of our duly authorized representatives.
5. You and Umbrella agree that if any portion of the Terms, except any portion of Section XII (Arbitration), is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect. If Section XII (Arbitration) is found to be illegal or unenforceable, then neither you nor Umbrella will elect to arbitrate any Dispute falling within that portion of Section XII (Arbitration) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the Jurisdiction in which Umbrella's head office is domiciled and you and Umbrella agree to submit to the personal jurisdiction of that court.
6. *Introduction and Section Headings; Verification Documentation; Waiver of Execution Defenses.* The text of the section headings are for convenience only and shall not be given any legal import. Upon request from Umbrella, you will furnish Umbrella any documentation, substantiation or releases reasonably necessary to verify your compliance with the Terms. You agree that the Terms will not be construed against Umbrella by virtue of Umbrella having drafted them. You hereby waive any and all defenses you may have based on the electronic form of the Terms and the lack of signing by the parties hereto to execute the agreement constituted by the Terms.
7. *Prohibition of Assignment.* You may not assign the Terms without the prior written consent of Umbrella. We may assign our rights and obligations under the Terms to any party at our discretion. Any purported assignment in violation of this paragraph will be null and void.

8. *Entire Agreement.* The Terms contain the entire understanding between you and Umbrella, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or modified by you except as posted on the Services by Umbrella. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
9. *Statute of Limitations.* You and Umbrella agree that regardless of any statute or law to the contrary but only to the extent permissible by law in each relevant jurisdiction, any claim or cause of action arising out of or related to the Services, the Site, or the Terms must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.
10. *Force Majeure.* You agree that we are not responsible to you for anything which is the result of events beyond our control, including but not limited to acts of God, war, communication infrastructure interruptions, labor disturbances and strikes, denial of service and other malicious cyberattacks, power outages, epidemic, and failure of public utilities or common carriers and the like.
11. *Electronic Notice.* For contractual purposes, you (1) consent to receive communications from Umbrella in an electronic form (including through email, the Site or the Services) and (2) agree that all communications that Umbrella provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in any other written form. You are responsible for providing Umbrella with your most current email address. In the event that the last email address you provided to Umbrella is not valid, or for any reason is not capable of delivering to you any notices required or permitted by the Terms, Umbrella's dispatch of the email containing such notice will nonetheless constitute effective notice.
12. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Services.

XVIII. DEFINITIONS

1. "**Community Rules**": Participants in the Umbrella community will not, in connection with the Services:
 - a. defame, libel, disparage, threaten, harass or intimidate anyone, including by the use of offensive comments related to race, national origin, gender, sexual preference or physical handicap;
 - b. use any profane, obscene, pornographic or otherwise objectionable content or language;
 - c. promote or describe how to perform violence, illegal drug or substance abuse, or any other illegal activity;
 - d. violate the personal, privacy, contractual, intellectual property or other rights of any person;

- e. reveal, with respect to personal or privacy rights, any personal information about another individual, including an address, phone number, email address, credit card number or other information that could be used to track, contact or impersonate that individual;
- f. violate the Terms or any local, state, federal law, rule or regulation;
- g. trick, defraud, deceive or mislead the Company or other Users, such as by submitting false reports of abuse or misconduct to the Company's support services, disguising the source of materials or other information you submit to the Services or using tools which anonymize your Internet protocol address to access the Services;
- h. interfere with or disrupt (or attempt to interfere with or disrupt) access and enjoyment of the Services of other users or any host or network, including, without limitation, creating or transmitting unwanted electronic communications such as "spam" to other users, overloading, flooding or mail-bombing the Services, or scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services;
- i. disparage, tarnish or otherwise harm, in the Company's opinion, the Company and/or the Services;
- j. upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, such as viruses, worms, Trojan horses, spyware, adware or any other malicious or invasive code or program;
- k. reverse engineer, decompile, reverse assemble, modify or attempt to discover or copy any software, source code or structure that the Services utilize to generate web pages or any software or other products or processes accessible through the Services;
- l. remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices contained in or on the Services or any website on which the Services are offered or on a third party website and/or Company software on which Company code is embeddable or embedded on;
- m. remove, obscure or change any notice, banner, advertisement or other branding on the Services;
- n. submit any Content or material that falsely expresses or implies that such Content or material is sponsored or endorsed by the Company;
- o. interfere with or circumvent any security feature of the Services or any feature that restricts or enforces limitations on use of or access to the Services, such as probing or scanning the vulnerability of any system, network or breach; or
- p. sell access to the Services or any part thereof other than through a mechanism approved by the Company.

The Site and the Services are not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the Site or Services is prohibited.

Umbrella is an entity offering the transmission, routing or providing of connections for digital online communications, between or among points specified by a User of material of the User's choosing, without modification of the Content of the material sent or received, as well as system caching, storage of material residing on a system or network at the direction of a User, and referral or linkage of Users to an online location using information location tools, each through the Site and any linked pages or applications owned and operated by Umbrella.

The Services are operated and provided by UseUmbrella International Company Ltd. "Umbrella/Useumbrella" is a trademark of UseUmbrella International Company Ltd.

THE USE OR RELIANCE OF ANY INFORMATION CONTAINED ON THIS SITE IS SOLELY AT YOUR OWN RISK.

The above disclaimers apply to any damages liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or other cause of action.

XIX. ALERTS AND NOTIFICATIONS

By entering into the Terms or using any of the Services, you agree to receive communications from us, including e-mails, text messages, alerts, and other electronic communications. Standard message and data rates apply to all messages sent to or received from us. Any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communication be in writing.

XX. EFFECTIVE DATE

These General Terms were last updated on April 29th, 2024.

XIV. HOW TO CONTACT US

If you have any questions about these General Terms, please contact us at support@useumbrella.com.