

TERMS OF USE

(Last modified: April 18, 2022)

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We want you to fully understand the terms and conditions of using this website (the “Site”) and the associated services, media, materials, and other information (the “Site Content”). This Terms of Use Agreement (this “Agreement”) is a legal agreement between you (either an individual or entity) and MagicCube, Inc. for use of the Site and the Site Content. By using or accessing the Site, you agree to be bound by and a party to this Agreement.

The Site is intended for individuals 18 years of age or older. By using or accessing the Site, you represent and warrant that you are at least 18 years of age. If you are not at least 18 years of age or do not agree with the terms of this Agreement, do not use or access the Site.

1. SITE CONTENT. The Site is for general informational purposes only, and may not be up-to-date, accurate or complete. The Site contains information regarding MagicCube, Inc., its products and affiliates, and other organizations within the “MagicCube” family of brands. The Site may also contain information regarding MagicCube’s products and companies and organizations that use them. The Site and the Site Content should not be construed as investment or other professional advice. Furthermore, certain Site Content, including information, services, tools and links, may be provided by third parties. You acknowledge and agree that MagicCube is not responsible or liable for: (i) the availability or accuracy of any Site Content, whether provided by MagicCube or third parties; (ii) the content, advertising, products, or services on or available from third parties whether through embedded modules, linked websites or otherwise; or (iii) the terms of use or privacy policy governing use of any embedded modules or linked websites. The inclusion of any information, embedded service or link through the Site does not imply that MagicCube endorses the information, embedded service, or linked website. MagicCube assumes no responsibility for the content provided through the Site or of such other third-party service providers or websites and will not be liable for any damages or injury arising from your use or reliance upon such content or your access to, or inability to access, such information, services, or websites. Before you act on information you’ve found on our Site, you should independently confirm any facts that are important to your decision. You use the information, services, and links at your own risk.

2. RIGHT TO USE. Subject to the terms and conditions of this Agreement, MagicCube grants you the right to use the Site and the Site Content, in accordance with this Agreement. Please see the Copyright Notice posted on the Site and incorporated by reference herein for information regarding any additional license rights to Site Content. Any rights not expressly granted herein or in the Copyright Notice are reserved by MagicCube and its third-party licensors. Notwithstanding the foregoing, MagicCube reserves the right to limit the availability of the Site and the Site Content to any person, group, geographic area or jurisdiction, at any time. If you access the Site from outside the U.S., you do so at your own risk and you are responsible for compliance with any local laws.

3. CONDUCT. You agree that you will not:

- Use the Site or any Site Content for any unlawful purpose;
- Submit, post or transmit any defamatory, libelous, abusive, harassing, obscene, indecent, threatening or illegal material, or any material that infringes the intellectual property rights of others, to or through the Site;
- Use the Site or any Site Content to send unsolicited mass mailings, email, junk mail, "spam", chain letters or promotions or advertisements for products or services;
- “Frame” or “mirror” any part of the Site without our prior written authorization;

- Forge any TCP/IP packet header or any part of the header information in any email, content/ information/data submitted on or through the Site, or in any way use the Site or Site Content to send altered, deceptive or false source-identifying information;
- Interfere with, or attempt to interfere with, the access of any Site user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- Access, tamper with, or use, without authorization, non-public areas of the Site, MagicCube's computer systems or the technical delivery systems of MagicCube's providers;
- Attempt to probe, scan, or test the vulnerability of any system or network used for the Site or breach any security or authentication measures for such systems and networks;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Site or Site Content;
- Attempt to access or search the Site or Site Content with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by MagicCube or other generally available third-party web browsers (such as Firefox or Internet Explorer);
- Impersonate or misrepresent your affiliation with any person or entity to MagicCube or on or through the Site; or
- Express or imply that any statement you make is endorsed by us, without our prior written consent.

4. JOBS. The Site may contain postings for job positions available at MagicCube. Such information may not be up-to-date, accurate, or complete. Not all jobs may be posted on the Site. MagicCube reserves the right to change or correct its job descriptions or postings at any time, even if you have already applied. You acknowledge and agree that MagicCube do not pay commissions or referral fees to anyone who helps arrange a job placement unless you have an express written contract with MagicCube, as applicable, regarding such commission or referral fee prior to any such arrangement. Any resume or other personal information submitted to MagicCube in response to an MagicCube job posting will be handled in accordance with the Privacy Policy posted on the Site and incorporated herein by reference ("Privacy Policy").

5. BUSINESS PLANS AND OTHER PROPOSALS. MagicCube and its affiliates do not accept unsolicited business plans or other proposals and take no responsibility and assume no liability if you submit any such business plan or proposal to MagicCube or its affiliates. You acknowledge and agree that MagicCube and its affiliates do not have any confidentiality or other obligations with respect to any such information or materials, regardless of whether such information or materials are marked or identified as confidential or proprietary.

6. RESPONSIBILITY FOR YOUR CONTENT AND COMMUNICATIONS. You agree that you are solely responsible for any content, feedback and communications (visual, written or audible) sent by you to or through the Site, and you agree that MagicCube and its affiliates may use, reproduce, modify, create derivative works of, display, perform and/or distribute any such content, feedback or communication that you submit or post on the Site as MagicCube deems necessary in its reasonable discretion, provided that use and/or distribution of personal information shall be in accordance with the Privacy Policy.

Although MagicCube is not responsible for your content or communications, MagicCube may delete any such content or communications, at any time without notice to you or anyone else. You are solely responsible for any information that you submit or post on the Site. MagicCube retains the right to deny access to anyone who MagicCube believes has violated the terms of this Agreement. MagicCube further reserves the right to investigate and prosecute violations of this Agreement, including intellectual property rights infringement and security issues, to the fullest extent of the law. MagicCube may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

7. DIGITAL MILLENNIUM COPYRIGHT ACT COMPLIANCE. MagicCube respects the intellectual property rights of others and expects users of the Site to do the same. Pursuant to 17 United States

Code 512(c)(2) (Digital Millennium Copyright Act of 1998), MagicCube's designated agent for notice of alleged copyright infringement appearing on the Site is:

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8. COPYRIGHT. MagicCube and/or its third-party licensors, as applicable, retain ownership of all proprietary rights to the Site Content. You will not remove, deface or obscure any copyright, trademark or other proprietary notices and/or legends of MagicCube or its third-party licensors on or incorporated into the Site Content.

9. TERMINATION. You may terminate this Agreement at any time by providing written notice to MagicCube. If you fail to comply with any term of this Agreement, MagicCube may terminate this Agreement immediately without notice. MagicCube also reserves the right to change the Site and the Site Content at any time, without notice and without liability or penalty to MagicCube. All Sections, except Section 2, "RIGHT TO USE" shall survive any termination of this Agreement. Upon any termination of this Agreement, you must cease any further use of the Site and the Site Content.

10. PRIVACY. The Privacy Policy is posted on the Site and is incorporated herein by reference. Please consult it to learn MagicCube's current policies to protect the privacy of your information.

11. EXPORT RESTRICTIONS. You acknowledge that the Site and the Site Content may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer, or disclose any portion of the Site, the Site Content or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

12. INJUNCTIVE RELIEF. You acknowledge that any use of the Site or Site Content contrary to this Agreement may cause irreparable injury to MagicCube, its affiliates and third-party licensors, and under such circumstances MagicCube, its affiliates and third-party licensors will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

13. NO WARRANTIES; INDEMNIFICATION. YOU UNDERSTAND AND AGREE THAT THE SITE AND THE SITE CONTENT ARE PROVIDED "AS IS" AND MAGICCUBE, ITS AFFILIATES, SUPPLIERS AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. MAGICCUBE, ITS AFFILIATES AND THIRD-PARTY LICENSORS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR RELIABILITY OF ANY SITE CONTENT, OR THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR OTHERWISE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USE OF THE SITE IS AT YOUR SOLE RISK. You agree to indemnify and hold harmless MagicCube, its affiliates, officers, directors, employees, consultants, agents, and third-party licensors from any and all claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Site, your content, feedback or communications submitted to or through the Site, or your violation of this Agreement.

14. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MAGICCUBE OR ITS AFFILIATES OR THIRD-PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS,

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15. MISCELLANEOUS.

- a. Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of California, U.S.A., without reference to its conflict of laws' provisions. The parties consent to the exclusive jurisdiction and venue of the courts located in and/or serving San Mateo County, California.
- b. Waiver and Severability.** Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.
- c. General Provisions.** This Agreement (including the Privacy Policy, any other documents incorporated by reference herein and any modifications hereof) embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. MagicCube may change the terms of this Agreement at any time by posting modified terms on the Site. Your continued use of the Site after such posting will be deemed acceptance of the changes. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. All notices or other correspondence to MagicCube under this Agreement except for notices described in Paragraph 7 hereof must be sent to MagicCube, Attn: Legal Department, 3979 Freedom Circle, Suite #610, Santa Clara, CA, 95054, or sent via email to hello@magiccube.co. Any and all rights and remedies of MagicCube, its affiliates and third-party licensors upon your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on MagicCube, its affiliates and third-party licensors, and the exercise of any one remedy will not preclude the exercise of any other.