

TERMS AND CONDITIONS OF USE OF AND ACCESS TO MY CLOUDLABS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

1. GENERAL PROVISIONS

1.1. WHO ARE WE?

CLOUDLABS LLC, from hereon referred to as **CLOUDLABS**, is a commercial company, duly constituted in accordance with the laws of the state of Florida, United States, domiciled in FL 33702, which develops and sells CloudLabs® products.

1.2. OBJECT

This document describes the general terms and conditions applicable to the use of and access to the platform **MY CLOUDLABS**, defining the rights, obligations, responsibilities and consequences of non-compliance of all that is herein set forth.

1.3. SCOPE

Once accepted, these terms and conditions of use and access will be legally binding and will apply to all visits, accesses, contracts, agreements, transactions, and generally, all acts resulting from the use of the platform, it being understood that this document is an integral part of any contract or agreement regarding the platform, except in the event of special conditions.

These terms and conditions are applicable to both the trial period offered to the client and the commercial use of the service after the trial period.

The acceptance of these terms and conditions does not grant the **USER** or **CLIENT** any rights of usage regarding **MY CLOUDLABS** not specified in this contract.

1.4. NATURE

This agreement does not create any corporate, mandate, franchise or employment relationship contract between **CLOUDLABS** and the **USER** or **CLIENT**.

1.5. DEFINITIONS: In order to increase understanding of these terms and conditions, the following definitions, which may be used in singular and plural in accordance with the context in which they occur, are established:

- **“MY CLOUDLABS” or “THE PLATFORM”:** web portal which allows the use of and access to the **CLOUDLABS® PRODUCTS** online with centralized progress.
- **“CLOUDLABS® PRODUCTS” :** Simulation applications and STEM content.
- **“CLIENT”:** natural or legal person that acquires a license for one or more **CLOUDLABS® PRODUCTS**.
- **“USER”:** natural person who uses the **CLOUDLABS® PRODUCTS**, who, in accordance with the **CLOUDLABS® PRODUCTS** obtained, may be but is not limited to a student, teacher, parent, head of an educational institution, etc...

2. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

In order to access and use the **MY CLOUDLABS** platform, **USERS** or **CLIENTS** must read, understand and accept these terms and conditions, as well as the privacy and personal data processing policy.

In the event that someone who wishes to use the products and services of **THE PLATFORM** does not accept these terms and conditions, they will neither be able to use nor access **MY CLOUDLABS**.

3. MODIFICATION OF GENERAL TERMS AND CONDITIONS

CLOUDLABS reserves the right to modify these general terms and conditions, as well as the additional conditions applicable to a particular product, in order to, for example, reflect changes in the law or in our products. However, **CLOUDLABS** will inform users of the modifications, within the **MY CLOUDLABS** platform and/or in written form, and will also publish the updated version on the website www.cloudlabs.us.

CLIENTS and **USERS** must review the terms and conditions of the platform periodically.

3.1. NON-RETROACTIVITY OF MODIFICATIONS

The modifications will not be applied retroactively and will take effect no sooner than fourteen days after their publication. However, any modifications which reflect new features of the **CLOUDLABS® PRODUCTS** or **THE PLATFORM**, and any modifications made for legal reasons, will take effect immediately.

4. USE OF AND ACCESS TO THE MYCLOUDLABS PLATFORM

4.1. MEANS OF ACCESS TO MY CLOUDLABS: the use of and access to the platform requires the use of a computing device, tablet, smartphone or similar device, and an internet connection. The costs associated with devices and the internet are not the responsibility of **CLOUDLABS**.

CLOUDLABS will not be responsible for the security of devices used to access the platform that belong to **CLIENTS** or **USERS**, nor for their malfunctioning or for problems of internet connection.

4.2. THE EXCLUSIVE CHARACTER OF THE USE OF AND ACCESS TO MY CLOUDLABS

The use of and access to **MY CLOUDLABS** is reserved for our **USERS** and **CLIENTS**, who have a license and/or access account.

The information contained on the platform will be associated with the **CLOUDLABS® PRODUCT** obtained. Therefore, the features enabled will correspond to those agreed upon at the time the sale was made, as described in the product manuals and usage guides.

THE **USER** or **CLIENT** will be responsible for all operations performed from their **MY CLOUDLABS** account, as access to the account is restricted and controlled by the use of a security key, known only by the **USER** or **CLIENT**.

4.3. ASSIGNMENT OF A USERNAME AND PASSWORD

4.3.1. FOR CLIENTS

Depending on the **CLOUDLABS® PRODUCT** purchased, **CLOUDLABS** will provide the **CLIENT** with an administrative account, from which the **CLIENT** can manage the accounts of the **USERS**, and may create and maintain groups of users.

4.3.2. FOR USERS

Access to **MY CLOUDLABS** will be automatically activated for each **USER** once the license number has been entered and the service activation form, which requires the express acceptance of these terms and conditions, has been completed.

Once access has been activated, **CLOUDLABS** will send an email to the address provided by **THE USER**, who will be able to log in using the personal and secret password assigned, which will give them a secure and personalized access to **MY CLOUDLABS**.

If forgotten, users can reset their password using a link which will be sent to their personal email address.

4.4. THE DURATION OF ACCESS TO MY CLOUDLABS

Access to **MY CLOUDLABS** will be available from the license activation date to the expiry date of the period contracted by the **CLIENT**.

4.5. AVAILABILITY AND SYSTEM FAILURES

MY CLOUDLABS will be available 24 hours a day, except in cases of force majeure, unforeseen circumstances or situations not related to **CLOUDLABS** which interrupt or interfere with the normal functioning of the platform. In such cases, efforts will be made to restore it as quickly as possible, and it will not be held responsible in any way.

CLOUDLABS is not accountable for any harm, damage or loss caused to the user by system, server or internet failures. Nor will **CLOUDLABS** be accountable for any virus which may infect the user's devices as a consequence of the access, use or examination of its website, as a result of any transfer of data, files, images, texts or audio contained within it.

5. ADAPTATIONS OR NEW VERSIONS OF CLOUDLABS

CLOUDLABS will be able to create adaptations or new versions of **MY CLOUDLABS**, and will likewise be able to discontinue any of its features.

The **CLIENT** or **USER** accepts that **CLOUDLABS** makes such changes and that they will be informed by means of notifications or warnings, visible to the Administrator, or by means of emails.

In no case may the **CLIENT** or **USER** claim compensation from **CLOUDLABS** for any liquidated damages that may result from the application of these adaptations or new versions.

6. CONDITIONS OF USE

CLIENTS and **USERS** agree to make good use of the **MY CLOUDLABS** platform, in accordance with the applicable laws and the license purchased, subject to the contents of these terms and conditions, the invoice, the user guide and the help of the software, along with any other particular documentation which is applicable.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The information, texts, images, music, trademarks, sounds, videos, animations, graphs, logotypes, brand names and generally all contents of **MY CLOUDLABS** are exclusive property of **CLOUDLABS** or of third parties, whose rights regarding this are lawfully held by **CLOUDLABS**, and are therefore protected by national and international legislation.

In no case does the use of and access to the platform constitute the cession or transmission to **CLIENTS**, **USERS** or a third party of any intellectual property right related to the platform or any of its trademarks, patents, brand names, processes, good will, know how, business models, ideas, etc...

The use of all elements of industrial and intellectual property for commercial purposes, along with their distribution, modification, alteration, decompiling and/or any other action that constitutes an infringement of the national and/or international regulations applicable in terms of intellectual and/or industrial property is strictly prohibited.

8. OBLIGATIONS AND PROHIBITIONS

USERS and **CLIENTS** are obliged to

- Make good use of the platform, and refrain from using it fraudulently, negligently, incorrectly or for illicit purposes.
- Maintain absolute confidentiality regarding the personal access data registered on the platform.
- Provide valid, accurate, truthful, reliable and verifiable information.
- Notify **CLOUDLABS** immediately, by means of our customer service channels, of any non-authorized access, anomaly, transaction or usage of their account.
- Read, understand and accept the general terms and conditions of use and the privacy and personal data processing policy.

USERS and **CLIENTES** are prohibited from:

- Selling, surrendering or transferring their username and password to third parties.
- Allowing third parties to use their account or passwords.

- Trying to circumvent or violate the security of the platform and its contents.
- Using the platform for illicit and fraudulent purposes or at the expense of a third party.
- Removing, altering or manipulating the copyright associated with the content, the technical protective devices or any other information mechanism that the content may have.
- Using the platform for purposes other than those set forward in these terms and conditions and in the license of the **CLOUDLABS® PRODUCT** purchased.

Any violation of these obligations and prohibitions authorizes **CLOUDLABS** to suspend or cancel the account of the **USER** or **CLIENT**, who will be disconnected from the platform, and this will not oblige **CLOUDLABS** to pay compensation for damages due to the cancellation.

9. SUSPENSION AND CANCELLATION OF THE CLIENT'S OR USER'S ACCOUNT

9.1. SUSPENSION OF AN ACCOUNT

CLOUDLABS reserves the right to suspend, in whole or in part, the contract fulfilment (to not provide the service) should it note, detect and/or verify, during its maintenance work, the improper use of **MY CLOUDLABS**. To that effect, **CLOUDLABS** will temporarily suspend the service. The **CLIENT** will be notified of these circumstances so that they may resolve the issue, and if such circumstances arise continuously or in bad faith once the service begins again, the service will be terminated and the account will be cancelled, and the **CLIENT** will not be entitled to any type of refund or compensation payment.

9.2. CANCELLATION OF AN ACCOUNT

In addition to the aforementioned reasons set forth in these terms and conditions, the following will lead to the cancellation of the user's account:

- The express manifestation of the **USER** or **CLIENT** that they do not accept the terms and conditions or their modifications.
- The express manifestation of the **USER** or **CLIENT**, directed in writing via the communication channels of **CLOUDLABS**, of their wish to cancel their account.
- The serious violation of the obligations and prohibitions set forth in these terms and conditions.
- Failure to correct the alteration that led to the temporary suspension of the account.

- Any judicial decision in this sense.

The cancellation of the user account entails disconnection from the platform. Therefore, the user must refrain from continuing to use the services offered, and **CLOUDLABS** will not be obliged to return any amount of money or to pay compensation.

10. DISCLAIMER OF WARRANTY AND RESPONSIBILITY

USERS and **CLIENTS** acknowledge and accept that the use of **MY CLOUDLABS**, along with the associated services provided is at their own risk and is their own responsibility.

CLOUDLABS will only take responsibility for the damages that **USERS** and **CLIENTS** may suffer as a consequence of using **MY CLOUDLABS** when said damages are attributable to a wilful misconduct of this company.

CLOUDLABS is not accountable for damages that may arise from the following, including but not limited to:

- Interferences, omissions, interruptions, computer viruses, malfunctioning and/or disconnections in the operational functioning of the electronic system or in the devices and equipment used, due to causes not attributable to **CLOUDLABS**, which prevent or delay the provision of services or the browsing of the platform.
- Delays or blockages in use caused by deficiencies or overloading on the internet or on other electronic systems.
- Third parties, as a result of unlawful interference beyond the control of the platform, and which are not attributable to **CLOUDLABS**.
- The impossibility of providing the service or granting access due to causes that are not attributable to **CLOUDLABS** and are due to the **USER** or **CLIENT**, third parties, or instances of force majeure.

The **USER** or **CLIENT** will be responsible for all operations carried out from their account. In the event of surrendering their access information to third parties, the **USERS** or **CLIENTS** will be accountable for any consequences and improper use of the platform that they may cause. Therefore, **CLOUDLABS** will be exempt from all penal, civil and commercial liability and for any other damage or harm caused as a consequence of misuse.

In the event that the **USER** or **CLIENT** misuses the platform, infringes the obligations and prohibitions set forth in this policy or violates rights regarding third parties, and thereby causes material damage or affects the good name of **CLOUDLABS**, and even if they cause grievances, lawsuits, litigations, embargos, penalties, fines or judicial sentences against

them, the user must compensate **CLOUDLABS** and any third parties who are affected, for the amount corresponding to the damages caused, which will be determined.

CLOUDLABS will under no circumstances be held responsible for any fault, negligence or unlawful act committed by any of its **USERS** or **CLIENTS**, for their failure to comply with the terms and conditions of this document or other current policies applicable to the use of the platform, or for any damages caused as a result of the infringement or violation of the applicable laws or violation of third-party rights.

11. RESPONSIBILITY OF CLIENTS TOWARDS USERS

In the cases in which, under the applicable law, the responsibility of a user cannot be engaged due to their age or mental capacity, the client, as the license holder, will take responsibility, before **CLOUDLABS**, competent authorities and third parties, for the actions carried out by this user on **THE PLATFORM**.

12. INDEMNITY

USERS and **CLIENTS** are obliged to not hold **CLOUDLABS** liable for any damage, harm, penalty, expense (including, but not limited to, legal fees) or civil, administrative or any other type of liability caused to **CLOUDLABS** that is related to non-compliance or partial or defective compliance, on their part, with that which is set forth in these terms and conditions.

13. ELECTRONIC COMMUNICATIONS

When the **USER** or **CLIENT** sends **CLOUDLABS** emails, text messages and other types of communication from their mobile or desktop device, they will be communicating with us electronically.

The **USER** or **CLIENT** gives consent to receive electronic communications from us in the form of emails, text messages, automatic notifications on mobile devices and notifications and messages from this website, copies of which can be saved for your records.

The **USER** or **CLIENT** accepts that all agreements, notifications, declarations and other communications that we provide electronically meet the same legal requirements as a physical piece of writing.

14. PROOF OF TRANSACTIONS

USERS and **CLIENTS** accept and authorize that the electronic records and data messages derived from the use of the features of **MY CLOUDLABS** constitute proof of requested transactions and of the use of the platform, and they will be responsible for them.

15. APPLICABILITY

If any section or part of these terms and conditions is inapplicable or invalid, in whole or in part, under any law, or is sentenced as such by court decision, said part will be interpreted in accordance with the applicable law, and its lack of applicability or invalidity will not make these terms and conditions in general and the remaining provisions or sections of them completely inapplicable, invalid or ineffective, and, in such an event, such provisions will be changed and interpreted in such a way that the objectives of the non-applicable or invalid provisions are met, within the limits of the applicable law or the applicable decisions of the competent authority.

The non-application of CLOUDLABS of any of the conditions, terms and rights included in these terms and conditions will not be interpreted as a withdrawal or resignation of the right of CLOUDLABS to henceforth enforce or execute said provisions.

The use of some products or services offered via the platform is subject to particular conditions which, as the case may be, substitute, complete and/or modify the general conditions.

16. APPLICABLE LAW AND JURISDICTION

This document of terms of use will be subject to the laws of the state of Florida. In the event of a dispute, both parties agree to submit, renouncing to any other judicial court that may be applicable, to the jurisdiction of the courts and tribunals of the state of Florida.

17. CONTACT AND NOTIFICATIONS

You can contact us at info@cloudlabs.co by means of our communication channels on our website www.cloudlabs.us.