

Humaxa's End-User License Agreement ("Agreement")

Last updated: June 1, 2023

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading or using Humaxa's Employee Retention Software ("Application").

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

License

Humaxa, Inc. grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Restrictions

You agree not to, and you will not permit others to:

- a) License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- b) Copy or use the Application for any other purposes except for non-commercial purposes
- c) Modify, decrypt, reverse compile or reverse engineer the Application

Modifications to Application

Humaxa, Inc. reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Term and Termination

This Agreement shall remain in effect until terminated by you or Humaxa, Inc.

Humaxa, Inc. may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Humaxa, Inc., in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

Privacy and Data Collection

Humaxa takes user privacy very seriously, and only collects the data necessary for Max to function as intended. Humaxa stores basic user information, such as names, email and their respective Slack identifiers. Only messages sent directly to Max are stored and encrypted. Humaxa does not share any sensitive information with any third party, except for services necessary as a part of Humaxa's core functionality. For account deletion requests, please contact support@humaxa.com

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

No Warranty

The product is provided "as is, where is" and with all faults. Humaxa, Inc. makes no warranties of any kind whatsoever, express, implied, oral, written or otherwise, including, without limitation, warranties as to non-infringement, title, patent, merchantability, or fitness for a particular purpose, or warranties arising by custom, trade usage, promise, example or description; all of which warranties are expressly disclaimed by Humaxa, Inc. and waived by you.

Limitation of Liability

In no event shall Humaxa, Inc. be liable for any direct, indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or data use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or your use of, Humaxa's application or any content provided on or through the application. Humaxa's total liability to you for any cause of action you take against Humaxa will at all times be limited to no more than one hundred US dollars. (\$100.00)

Amendments to this Agreement

Humaxa, Inc. reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Governing Law

The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of El Dorado County, California, USA.

Contact Information

If you have any questions about this Agreement, please contact us by mail at: Humaxa, Inc., ATTN: Legal Dept., 3700 Sheridan Road, Cameron Park, California, 95682, USA or by phone at: 1-530-676-5415.