

TERMS OF SERVICE Effective Date: October 12, 2025

These Terms of Service ("Agreement") govern your use of the applications, services, and content provided by ExecuWare Inc. ("ExecuWare," "us," "we," or "our"). By downloading, installing, or using our mobile app ("App") or services ("Service"), or by clicking "I AGREE," you accept this Agreement and our Privacy Policy, which is incorporated herein by reference.

1. **ELIGIBILITY & REPRESENTATIONS** You must be at least 13 years old to use the App or Service. If you are between 13 and 18, you must review these terms with a parent or guardian, and they must agree on your behalf. You warrant that the information you provide is accurate, current, and complete, and that you will update it as needed.

2. **LICENSE GRANT** Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable license to install and use the App on your personal devices and to access and use content we provide ("Content") for your personal, non-commercial use.

3. **LICENSE RESTRICTIONS** You agree not to: - Copy, modify, translate, adapt, or create derivative works of the App, Service, or Content; - Reverse engineer, decompile, disassemble, or otherwise attempt to extract source code; - Remove, alter, or obscure any intellectual property notices (copyright, trademarks, etc.); - Rent, lease, sublicense, distribute, or transfer the App, Service, or Content or make them available on a network for multiple users.

4. **OWNERSHIP & FEEDBACK** The App, Service, and Content (collectively, "ExecuWare Properties") are licensed, not sold, to you. ExecuWare and its licensors retain all rights, title, and interest in ExecuWare Properties. If you submit feedback, suggestions, or ideas ("Feedback"), you grant us a worldwide, perpetual, royalty-free license to use and exploit that Feedback for any purpose.

5. **CONFIDENTIALITY** You acknowledge that the ExecuWare Properties and any non-public information are proprietary. You agree to protect such Confidential Information with at least the same standard of care you use for your own similar information, but no less than reasonable care. We may seek injunctive relief for breaches without needing to post bond.

6. **APP STORE ACKNOWLEDGMENTS** This Agreement is between you and ExecuWare, not with Apple, Google, or any app marketplace provider. These providers do not warrant or assume obligations under this Agreement. Use of the App on iOS/Android devices is subject to Apple's or Google's applicable terms in addition to this Agreement.

7. **MAINTENANCE & AVAILABILITY** Scheduled maintenance or unforeseen outages may render the App or Service unavailable temporarily. You acknowledge and accept that downtime may occur.

8. **UPDATES** We may push Updates (bug fixes, new features, etc.), which become part of the App and are subject to this Agreement. Your device may automatically install Updates, or prompt you to do so. Failure to install Updates may impair functionality but does not relieve you of responsibility under this Agreement.

9. **YOUR CONTENT & LICENSE TO US** "Your Content" refers to content (text, images, audio, video) you post via the Service. You retain ownership of Your Content. By posting Your Content, you grant ExecuWare a worldwide, non-exclusive, sublicensable, royalty-free license to use, reproduce, modify, display, distribute, and create derivatives of it in connection with the Service. You represent that you own or have rights to Your Content, and that posting it does not violate others' rights.

10. **COPYRIGHT & IP RIGHTS** You may not post or distribute content that infringes copyrights, trademarks, or other proprietary rights of third parties without permission. We will respond to valid

DMCA takedown notices (see our Privacy Policy's copyright section for contact).

11. SUPPLEMENTAL & THIRD-PARTY TERMS Some features may require you to accept additional terms ("Supplemental Terms") for those functionalities. In case of conflict, the Supplemental Terms prevail for that feature. Integration with third-party services ("Third-Party Terms") is governed by their respective terms, which you must accept to use those integrations.

12. COMMUNICATIONS (SMS / PUSH NOTIFICATIONS) If the App permits SMS, standard messaging/carrier rates may apply. If you enable push notifications, you consent to receive messages including promotional ones from ExecuWare or our partners.

13. TERM & TERMINATION This Agreement begins on the Effective Date and continues until terminated. You may terminate by deleting the App and discontinuing use. We may terminate at any time for convenience or if you breach any term. Upon termination, all rights granted to you cease, and you must stop using and destroy all copies.

14. DISCLAIMERS & LIMITATION OF LIABILITY a. Disclaimers: Except as expressly stated, the ExecuWare Properties are provided "AS IS" and "AS AVAILABLE," without warranties of any kind (express, implied, or statutory). b. Limitation of Liability: To the maximum extent permitted by law, we and our affiliates will not be liable for indirect, incidental, special, punitive, or consequential damages. Our total liability to you for all claims arising out of or related to this Agreement is limited to the greater of (i) USD 5, or (ii) the amount you paid for the App or Service in the 12 months prior to the claim.

15. EXPORT CONTROLS You may not export or re-export any part of ExecuWare Properties except as authorized under U.S. export laws and local laws where used. The software and documentation are considered "Commercial Items" under U.S. procurement regulations.

16. AMENDMENTS We may modify or amend this Agreement by providing notice and your assent (e.g., via click-to-accept). No other method of amendment is valid.

17. GOVERNING LAW & VENUE This Agreement is governed by Texas law (excluding conflict-of-law rules). Any dispute will be adjudicated exclusively in state or federal courts in Hays County, Texas, and you consent to their jurisdiction. This Agreement, along with the Privacy Policy and Disclaimer, forms the entire agreement between you and ExecuWare. If any provision is held invalid or unenforceable, the rest remain in effect. You may not assign this Agreement without our prior written consent.