

Terms of Use

Effective 2023-11-28 / Updated 2024-06-07

Published November 28, 2023. Effective as of November 28, 2023. These Terms replace and supersede all prior versions.

These Terms of Use, meaning (i) this document, (ii) including any specific additional terms applicable to the Platform ("**Additional Terms**"), (iii) our policies and other similar documentation ("**Policies**"), and (iv) other references therein, all as available on our website (or successor) or within the **Platform** (means Trickest's or its' affiliates (i) websites, services, products, applications, software, courses, trainings, forums, workflows, improvements of any kind and associated documentation, including any results such as pre-built automations, workflows, models, enhancements, templates, or functionalities, provided by us or obtained by us while ensuring continuous improvement of the Platform or providing the Platform for your specific use, and (ii) other Content which means text, images, videos, audio, algorithms, software, or other information), as amended by us from time to time, is the sole legally binding agreement between **Trickest Hive d.o.o, Humska 6, Belgrade, Serbia** (further referenced either as "Trickest", "we", "us" or "our" defined as Trickest Hive d.o.o. and its affiliates and parent company Trickest Inc.) and you (further referenced either as "you", "your", "user" or "customer" defined as any individual or organization that has, accesses or directs the use of, an account, service or workflow with us, or is testing or using directly or indirectly, the Platform), outlines the terms that governs the relationship between you and Trickest.

Please take a moment to read through the Terms, to ensure that you have a complete and clear understanding of the principles and legal obligations under which we provide you the Platform.

1. ACCEPTANCE

1.1

To use the Platform, you must be of the legally required age to agree to these Terms and have full legal rights, in accordance with the laws of your country of residence; other restrictions may be applicable to specific functionalities of the Platform or based on the territory of access or use, as notified through the Platform. Unless otherwise provided herein, you may use the Platform for yourself or your employer, including your customers. In all cases you represent and warrant that you have the required legal capacity to do so and have obtained their written authorization under which you can legally access their systems, networks, or applications, including the extent of the access, period, and termination.

1.2

We may offer from time-to-time various free or paid functionalities, packages, features, or versions of the Platform which may contain in addition to these Terms their specific terms. We may make changes to the Terms from time to time, and if we do, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice. You should review the Terms regularly and unless otherwise noted, the amended Terms will be effective immediately. Your continued use of our Platform will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Platform and remove it from your systems.

2. LICENSE

2.1

Subject to your compliance with these Terms and during the term set forth in the applicable documentation, Trickest hereby agrees to provide you the right to use the Platform, under a limited, non-exclusive, non-transferable, non-sublicensable and revocable license, in accordance with these Terms.

2.2

Each party retains Intellectual Property Rights (means patents, rights to inventions, copyright and related rights, trademarks, logos, marks, trade and domain names, rights in computer software and databases, know-how, look and feel, designs, workflows, and any other intellectual property rights or rights of a similar nature, registered or unregistered, including all applications and rights to apply for protection) over its own Content and Confidential Information (means any information marked confidential or which would normally under the circumstances be considered as such).

You acknowledge and agree that Trickest Aggregate Data (means aggregated and anonymized statistical and other information from the use of the Platform, which does not identify a specific person, and which may be used for reporting, research, Platform improvement, fraud prevention, industry compliance, and other reasonable business purposes) is not Confidential Information and consent to the collection and use of Trickest Aggregate Data. We retain all rights, title, and interest, including any Intellectual Property Rights in the Platform. Any use of the Trickest Intellectual Property Rights without our written consent is not permitted. We may use your company name, username or logo in any publicity or advertising describing our relation, unless you notify us otherwise.

2.3

Trial and Beta Versions. Trickest may also designate the Platform or certain parts of the Platform as “trial”, “evaluation,” “not for resale,” or other similar designation (“Trial Version”) which you may be able to use only for the period and purposes stated when we provide it. We may also designate the Platform, or a feature of the Platform, as a prerelease or beta version (“Beta Version”). A Beta

Version does not represent the final product and may contain bugs that may cause system or other failure, crashes and data loss. We may choose not to release a commercial version of the Beta Version. You must promptly cease using the Beta Version and destroy all copies of the Beta Version if we request you to do so.

2.4

Community Edition. Subject to your compliance with the terms and conditions of these Terms, Trickest grants customer, upon acceptance of these Terms and upon access, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use such Platform components that Trickest makes available under the Community program (the “Community Edition”) only for non-commercial purposes such as research and education, solely by: (i) universities and research institutions; and (ii) individuals, for personal purposes, provided, however, that individuals may also use the Community Edition of the Platform for bug bounty purposes or vulnerability disclosure program, as permitted under the terms of a bug bounty program or vulnerability disclosure program. You acknowledge that the Community Edition may (i) substantially differ from commercially released versions of the Platform; (ii) have different standards of security, privacy, availability, accessibility, or reliability and could have functionality defects or blocker(s); (iii) receive automatic updates, which may not be prevented; (iv) be subject to specific limitations, as indicated by Trickest. Trickest does not commit and will not be liable for providing support for the Community Edition of the Platform, and Trickest may change or discontinue the Community Edition of the Platform at any time without notice. You bear all risks associated with using the Community Edition of the Platform. You agree and warrant that (i) you will use the Community Edition in accordance with these Terms and applicable laws; and (ii) no personal data will be imported within, or used with, the Platform. With respect to the Community Edition, we may terminate these Terms and the applicable license for convenience without notice and at any time. We reserve the right to delete all the data you have imported into the Platform (if any) if you fail to use the Community Edition for more than 90 (ninety) consecutive calendar days.

3. Content

3.1

The Platform might contain certain Content made available by Trickest or any user of the Platform, including you. Depending on the Platform version or functionality, you and other users may have access to each other’s Content, as allowed by the Platform. When you upload Content, you grant us a nonexclusive, worldwide, royalty-free, sublicensable, and transferrable license to use, reproduce, publicly display, distribute, modify (so as to better showcase your Content, for example), publicly perform, and translate the Content. You may revoke this license to your Content and terminate our rights at any time by removing your Content from the Service. Some copies of your Content may be retained as part of our routine backups, however.

3.2

Although we are using reasonable efforts to monitor the Content and the way the Platform is used, we cannot guarantee it will be free of (i) malware or contaminants that may harm your systems, or any files therein, (ii) materials you may find objectionable or inappropriate, or (iii) used in violation of these Terms for malicious purposes. Trickest disclaims any responsibility or liability related to third-party Content (including yours, for which you are solely liable) or the manner or purposes for which the Platform is used and reserves the right to remove or modify any Content or restrict or remove any access, for any reason, with or without notice. Trickest reserves the right to enforce all reasonably available legal remedies to protect the Platform and its users against illegal, damaging, malicious or other improper use.

3.3

You have no obligation to provide us with ideas, suggestions, or other proposals (“Feedback”). If you submit Feedback to us however, then you grant us a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable, and transferable license to make, use, sell, have made, offer to sell, import, export, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

4. PRIVACY

4.1

Please read our Privacy Policy which describes the types of data we collect from you (“Data”), how we use your Data, and the legal basis we have to process your Data. Where processing is based on consent and to the extent permitted by law, by agreeing to these Terms, you consent to our collection, use and disclosure of your Content and Data as described herein and in the Privacy Policy. You further consent not to collect, process, or store any Sensitive Personal Information using the Platform.

You agree not to transmit, disclose, or make available to Trickest or its third-party providers any Sensitive Personal Information (means an individual’s financial information, sexual preferences, medical, or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child data protection laws and any additional types of information included within this term or any similar term (such as “sensitive personal data” or “special categories of personal information”) as used in applicable data protection or privacy laws.

4.2

The Platform does not collect personal information of minors and is not directed to minors. For cases where you might be considered a minor in accordance with applicable law, to ensure you are lawfully using the Platform and that we are able to provide access and process your personal information, you will need to first provide us with the consent of your parent or legal guardian. This

is essential for complying with the applicable law but also to ensure that any payments are only made or issued to or by an adult.

4.3

Please note that you are responsible for assessing compliance with your applicable privacy laws and other information technology laws and regulations applicable to you or your use of the Platform. When you are using any Data, you are responsible for processing it lawfully, informing and where relevant, obtaining the consent of the data subject, implementing the required privacy policies, in accordance with the applicable privacy laws.

4.4

Where permitted by law, we will access your Content. For example, to perform under these Terms, we may need to access your Content to respond to (i) Feedback or support requests; (ii) detect, prevent, or otherwise address fraud, security, legal, or technical issues; and (iii) enforce the Terms. We may also use automated systems to analyze Content using techniques such as machine learning to improve our Platform and the user experience.

5. PLATFORM USE

5.1

When you are using our Platform or you are building and using within or in conjunction with our Platform tools and mechanism for the purpose of a Security Enhancement Program “SEP” (meaning an activity to engage in information/assets discovery, exploiting vulnerabilities, web application scanning, penetration testing, social engineering, or any other process related to ethical hacking or offensive cybersecurity - exploitation of an IT system, configuration, software, or infrastructure with the permission of its owner to determine its vulnerabilities and weak points) you are responsible to ensure that you can do such actions in accordance with the laws applicable in your country of residence or where you are engaging in such an action, you have all legally required authorizations and consent, including from the organization for whose purposes you are using the Platform.

In jurisdictions where the standard of security or requirements needed to lawfully engage in SEP are lower than as specified herein, the present Terms will supersede and will represent the minimum legal and security standard and requirements that you need to follow before you are using the Platform or engage in any SEP.

5.2

You may also engage in SEP either as a Contributor (meaning someone who is doing any activity related to an SEP for the purpose of addressing the requirements and purpose of that specific SEP) or as a Publisher (meaning someone who creates the requirements and terms and conditions

of a specific SEP or requests other services from Contributors in exchange for a payment or other reward) to the extent they are posted on the Platform. Please note that participation in these SEP is at your discretion and we are not responsible in any way for any SEP or interaction between Contributors and Publishers or any actions or Content submitted or otherwise made available by either Contributors or Publishers or related contracts or relations which may be concluded, and we disclaim all liability arising from or related to such interaction, contracts, or programs.

We may agree to intermediate a payment or reward from a Publisher to a Contributor to extent the following terms are fulfilled: (i) Publisher's SEP complies with the present terms; (ii) a SEP Order incorporating these terms is signed by Trickest and Publisher under which the details of the transaction are specified (e.g., SEP is entirely or partially managed by us or by the Publisher); (iii) a prepayment or similar commitment for the SEP is made to us.

5.3

Webpages describing the Platform are accessible worldwide, but this does not mean all Platform features are available in your country or that user-generated content available via the Platform is legal or available in your country. Access to the Platform (or certain Platform features, or Content) in certain countries may be blocked by us or foreign governments. Therefore, you are responsible to make sure that your use of the Platform is legal or available where you are using it.

5.4

As a precondition of use, you further expressly consent to the following rules:

- to comply with all terms and conditions specified herein as well as any other specific terms, document or policy as published by us, from time to time;
- to comply with all terms and conditions required by third-party providers of any data, products, services, software, etc. which you might use with the Platform and assume all risk related to such use;
- you will not circumvent any technological protection measures set by us to control access to the Platform;
- you will not use or encourage others to use the Platform: (i) for benchmarking or comparison purposes, (ii) to infringe any rights, (iii) to violate any laws or contracts, (iv) to access, tamper with or misuse any Trickest, its Affiliates or their users systems, (v) share any Content that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, hateful, or otherwise objectionable; (vi) to perform any type of security testing in violation of these Terms, applicable laws or contracts or attempt to disable, impair, or destroy the Platform or any systems used or accessed in conjunction with the Platform;
- you will not use the Platform for any purposes prohibited by US, EU or other applicable law, including any export control laws or in connection with the design, construction, operation or

supervision of any system where the use or a failure of such system could result in a situation that threatens the safety of human life or severe physical harm or environmental or property damage (including without limitation, for example, use in connection with any nuclear, military, avionics, life support, industrial, scientific, other life critical application or similar). The Platform is not designed for such use and Trickest expressly disclaims any liability or warranty for such use;

- except as expressly permitted in the Terms, you must not alter, port, adapt, merge, translate, decompile, develop versions or derivative works, reverse engineer, modify (including any proprietary markings, features, or functionalities of) the Platform or otherwise derive the source code, data representations or underlying algorithms, processes, methods, and any other portion of the Platform. If the laws of your jurisdiction give you the right to decompile the Platform to obtain information necessary to render the licensed portions of the Platform interoperable with other software, you must first request such information from us. We may, in our discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on your decompilation of the Platform to ensure that our and our suppliers' proprietary rights in the Platform are protected.
- you must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute your rights acquired under these Terms and you are required to flow down to the extent applicable, all your obligations herein to, and will be liable for, all third parties to which you give access to the Platform;
- you will not introduce any backdoors into the system for later access or otherwise, attempt to, or gain unauthorized access to any service, account, computer systems or network or circumvent any authentication or security measures or test the vulnerability of the systems or networks (e.g. by sending a virus, overloading, spamming, or mail-bombing or use the Platform to distribute malware, impersonate or misrepresent affiliation with any person or entity), and you will not expose any confidential information to which you may gain access, alter, destroy or misuse any data;
- you will maintain, monitor, and control all activity conducted through your account, back-up and validate data from all systems and we assume no liability for any activity, data loss or corruption thereof.

5.5

Any suspected breach of these Terms, unauthorized use, IPR infringement, access or activity will be notified at security@trickest.com, including any loss, theft, or unauthorized disclosure or use of a username or password. You represent and warrant that you are the authorized user and have all the required rights to use the e-mail address and other information when creating an account related to, or associated with, a company or organization. You are hereby authorizing Trickest to access, use and process the data you upload to or use with the Platform as reasonably necessary (a) to provide, maintain and update the Platform; (b) to prevent or address service or security

issues; (c) as required by law or as permitted by our Privacy Policy. We may suspend or remove your account and request you remove the Platform or any related materials from your systems: (i) if we reasonably suspect that you have breached your obligations toward us, including as set out in these Terms; (ii) if applicable, you fail to pay the associated fees when due; (iii) if we reasonably suspect that keeping the account may be unlawful or infringe any third-party rights; or (iv) as requested by you, if we do not have a legal obligation or legitimate interest to further keep your account information. We may take reasonable steps to notify you of these actions but will be under no obligation to do so.

6. Fees

6.1

We may provide certain services or Platform versions or functionalities for a fee, as specified herein or in the applicable documentation. Therefore, you authorize us to store your payment method and use it in connection with your use of the Platform as described in the Terms. If there is a charge associated with a portion of the Platform, you agree to pay that charge. The price stated for the Platform excludes all applicable taxes and currency exchange settlements, unless stated otherwise. We may suspend or cancel the services and access to the Platform if we do not receive an on time, full payment from you as requested. Suspension or cancellation for non-payment could result in a loss of access to and use of your account and its content.

To pay the fees, you will be asked to provide a payment method at the time you sign up. You can access and change your billing information and payment method in your account. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Depending on the paid versions or service of the Platform we may make available from time to time, we may bill you in advance a one-time only fee (ensuring access for a specific period) or on a recurring basis as a subscription base fee. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription.

6.2

If we make available the Platform or any version or feature available on a subscription model, you agree to pay the fees on a subscription basis (e.g., monthly, or annually), and you agree that you are authorizing recurring payments, and payments will be made to us by the method and at the agreed recurring intervals, until the subscription is terminated.

By authorizing recurring payments, and as the subscription fees are charged in advance of the subscription period, you are authorizing us to store your payment instrument and process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account, or as charges to your designated account. Any errors on your bill need to be notified to us

within 90 days after the error first appears on your bill, otherwise you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. If we identify a billing error, we will correct that error within 90 days.

6.3

You may cancel at any time, with or without cause and you will not receive a refund at the time of cancellation and will be required to pay all charges made to your billing account for the Platform before the date of cancellation. Depending on the type of paid service related to the Platform that you used, you may be required to pay cancellation costs and lose access to your account. If you cancel, your access to the paid service ends at the end of your current service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.

7. YOUR COMMITMENTS AND LIABILITY

7.1

By using the Platform, you agree that you have: (i) all necessary licenses and permissions to use it for SEP and related specific purposes; (ii) the rights necessary to grant the licenses in the Terms, and (iii) the legal capacity to comply with the Terms.

7.2

You will indemnify us and our affiliates, subsidiaries, officers, agents, employees, resellers, distributors, vendors, customers, partners, and licensors ("Trickest Related Party") from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of, or related to your Content, your use of the Platform, or your violation of the Terms. We have the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing. You will fully cooperate with us in the defense of any such claim.

8. DISCLAIMERS AND LIMITATION OF LIABILITY

8.1

You understand and agree that your use of the Platform is at your own risk and responsibility and that we and any Trickest Related Party make no warranties, express, implied, statutory, or otherwise, guarantees or conditions regarding the use or availability of the Platform or any part thereof. The Platform is provided "AS-IS" and "WITH ALL FAULTS" and on "AS AVAILABLE" basis. To the maximum extent permitted by law, we disclaim all warranties, express or implied, statutory, or otherwise, including non-infringement, availability, service uptime, merchantability, fitness for a particular purpose or capability of the Platform to integrate or interoperate with other technologies.

We make no commitments about the Content within the Platform. We further disclaim any warranty that the Platform (i) will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (ii) the results obtained from the use of the Platform will be effective, accurate, or reliable; (iii) the quality of the Platform will meet your expectations; or (iv) any errors or defects in the Platform will be identified or corrected.

8.2

To the maximum extent permitted by applicable law, we (and Trickest Related Party) are not liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, including losses and damages (i) resulting from loss of use, data, reputation, revenue, profits, interruption of business, computer malfunction, failure of software, or server down time; (ii) based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action; or (iii) arising out of or in connection with your use of or access to the Platform. In jurisdictions where exclusion of implied warranties or limitation of liability for incidental or consequential damages is not legally permitted (meaning that some of the above limitations may not apply to you), our liability will be limited to the greatest extent permitted by law.

8.3

Your exclusive remedy against us (or Trickest Related Party) and our total liability in any matter arising out of or related to the Terms is limited to: (a) the aggregated amount that you paid for access to the Platform during the three-month period preceding the event giving rise to the liability; or (b) if you are using a free Community Edition of the Platform, 100 (one hundred) USD. These limitations and exclusions apply to the maximum extent permitted by law even if a remedy does not fully compensate you for any losses or fails of its essential purpose or even if we knew or should have known about the possibility of damages. All claims against Trickest shall expire on the date falling 12 months from when right to file the claim was born or after the accrual of the cause of action.

8.4

We specifically disclaim all liability for any actions resulting from your use of the Platform or any related services. You may use and access the Platform at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to the Platform or any related services.

9. TERMINATION

9.1

You may stop using the Platform at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees. We may also terminate your use of the Platform at any

time (e.g., we discontinue the Platform; we have a reasonable suspicion that you have breached or attempted breach these Terms or applicable law; provision of the Platform is deemed unlawful or may infringe any rights; if applicable, you fail to pay the fees in due time; there has been an extended period of inactivity in your free account). In respect of paid licenses, we will provide you with reasonable notice in advance. Upon termination you must delete all copies of the Platform or any output, at your expense.

9.2

Upon the expiration or termination of the Terms, some or all of the Platform functionalities may cease to operate without prior notice. Your indemnification obligations, our warranty disclaimers and limitations of liabilities, and dispute resolution provisions stated in the Terms will survive.

10. COMPLIANCE

10.1 TRADE SANCTIONS AND EXPORT CONTROL REGULATIONS

The Platform, and your use, may be subject to laws, restrictions, and regulations of the United States, European Commission, United Nations, and other similar national or international jurisdictions (“Export Control Sanctions”) that (i) govern the import, export, and use of the Platform; (ii) may prohibit us from providing the Platform to you without notice; and (iii) may prohibit use to make payments or similar actions to those who use platform from a country against which there are trade restrictions or export sanctions.

By using the Platform, you represent and undertake that you, your affiliates, or users (i) are not named on any Export Control Sanctions list of restricted parties, (ii) will not export or reexport the Technology (or any result therefrom) directly or indirectly, to any country or a foreign national of a country in violation of any such Export Controls Sanctions list, (iii) will not engage in activities that would cause us (or any Trickest Related Party) to be in violation of Export Control Sanctions and (iv) you will comply, and you will regularly review and take appropriate action to ensure compliance with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users, and end use.

10.2 THIRD PARTY LICENSES

The Platform may contain or may be enjoined by third party components including open- source code (OSC), which are subject to their own terms and conditions, as detailed on our website or within the Platform. If you use the Platform in conjunction with third-party systems, data, products, services, platforms, etc., then you need to ensure full compliance with the terms and conditions required by such third-party providers.

With respect to certain OSC, to the extent there are any conflicts between any terms of these Terms and any terms of the respective OSC licenses, which the OSC license does not permit, such

conflicting terms of these Terms will not apply. Any fees charged in connection with the Platform do not apply to any OSC for which fees may not be charged under the applicable open-source license. Where the terms of any specific open-source license entitle you to the source code of the respective OSC (if any), that source code may be made available upon request (a fee may be charged).

Also, there may be certain functionalities which make available access to third party resources or allow for the transmission of such resources or materials, including via links. By using such functionalities, you are directing us to access, route and transmit to you the applicable resources and materials. We are not responsible for those resources or materials and the use is at your own risk subject to third party terms and conditions.

10.3 AUDIT

We may verify that your use, access, installation, or deployment of the Platform comply with the Terms. Upon request, you will provide us with details and use reports of all your users. Additionally, no more than once every 12 (twelve) months, we may perform the verifications onsite, either directly or by appointing a sub-contractor, and you agree to provide all the required assistance and support. If the verification discloses a non-conformity, you will immediately address it. If there are any underpaid fees for payable Platform which exceed 5% of the regular value thereof, then you will also pay for the audit costs.

11. GENERAL

11.1 GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the Republic of Serbia, without regard to conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement. Parties hereby accept the exclusive jurisdiction of the competent courts located in Belgrade, Republic of Serbia and irrevocably waive any objection and defense (including, any defense of an inconvenient forum) which either may have to the bringing or maintenance of any such claim. The parties voluntarily and intentionally waive any right they may have to trial by jury in any claim under or in connection with this agreement.

11.2 SETTLEMENT

Parties agree, as a prior condition for any claim, to settle amicably any dispute arising out of or relating to this Agreement within ninety (90) days from the applicable notice. To the maximum extent permitted by applicable law, the party not complying with this section, will cover, as applicable, the litigation costs of the other party, irrespective of the outcome. The parties may also agree to settle any dispute exclusively and finally by arbitration in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association or another similar body to be

mutually determined. If there is no agreement under this provision the dispute will be settled in accordance with Governing Law and Venue provision.

11.3 STATUTE OF LIMITATION

To the extent permitted by applicable law, any cause of action arising out of or related to the use of the Platform, or the Terms must be filed within one (1) year after such cause of action arose. Any cause of action which is not filed within such a period will be precluded by this provision is permanently barred.

11.4 INJUNCTIVE RELIEF

In the event of your or others' unauthorized access to or use of the Platform in violation of the Terms, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

11.5 NON-ASSIGNMENT

You may not assign or otherwise transfer the Terms or your rights and obligations under the Terms, in whole or in part, without our written consent, and any such attempt will be void. We may transfer our rights under the Terms to a third party.

11.6 NO WAIVER AND SEVERABILITY

Our failure to enforce or exercise any provision of the Terms is not a waiver of that provision. If any provision of the Terms is held invalid or unenforceable for any reason, the remainder of the Terms will continue in full force and effect.

11.7 FORCE MAJEURE

Neither party will be liable to the other for any delay or failure to perform any obligation (other than your payment obligations to us) under the Terms if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

11.8 DMCA

We respect the Intellectual Property Rights of others, and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act ("DMCA"). DMCA provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you'd like to check it out, the DMCA is available on the U.S. Copyright Office website at

<https://www.copyright.gov/legislation/dmca.pdf> To ensure a smooth process, we have implemented the below for responding to clear notices of copyright infringement consistent with the DMCA. If you believe in good faith that materials available within the Platform infringe your or a third party's copyright, you may ask us to remove or block access to such materials, by sending an e-mail to us at legal@trickest.com with the following details and meeting the DMCA applicable requirements:

- "Report Abuse Copyright Infringement" in the subject filed of the e-mail;
- a description of the copyrighted work(s) claimed to have been infringed;
- a description of the material you claim to be infringing or the subject of the infringing activity, and information that could allow us to locate the material in our products or services;
- the following statements "I hereby declare that use of the material in the manner presented above is not authorized by the copyright owner, its agent, or the law" and "I hereby represent that this notification is accurate and, under penalty of perjury, that I am, or I am authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed in the material";
- your name, address, telephone number and email address; and
- a physical or electronic signature of the copyright owner or a person authorized to act on the owner's behalf.

Please consult your legal advisor before filing a notice, noting there can be penalties for false claims under the DMCA.

If we find the allegations to be correct, we may remove the offending material and warn the user who posted it. We reserve the right to suspend or disable the accounts of users who repeatedly mislead others or violate any third-party intellectual property rights.