

CHEERZZ TERMS OF SERVICE

Last Updated: 07/27/2026

Cheerzz Corporation (“Cheerzz,” “we,” “our,” or “us”), a Delaware corporation, provides managed services across various interorganizational functions, including human resources (HR), finance, operations, product, and sales (the “Services”), and also offers certain products for purchase (the “Products”). These Terms of Service (“Terms”) are a binding legal agreement between the customer entering into this Agreement (“Customer”) and Cheerzz and govern Customer’s access to and use of the Services and Products. PLEASE READ THESE TERMS CAREFULLY. WHEN CUSTOMER CLICKS “ACCEPT,” CHECKS A BOX, ENTERS INTO A STATEMENT OF WORK (AS DEFINED BELOW), PLACES AN ORDER, OR OTHERWISE ACCESSES OR USES THE SERVICES OR PRODUCTS, CUSTOMER IS AGREEING TO BE BOUND BY THESE TERMS.

Customer may access or use the Services by entering into a statement of work, order form, or other written documentation with Cheerzz (a “Statement of Work”). If Customer enters into a Statement of Work, the terms, conditions, guidelines, policies, and/or rules included in or incorporated by reference into such Statement of Work (“Supplemental Terms”) will, in addition to these Terms, govern Customer’s access and use of the Services. Such Supplemental Terms become part of Customer’s agreement with Cheerzz, and if there is a conflict between these Terms and the Supplemental Terms, the Supplemental Terms will control for that conflict.

We may make changes to these Terms. The “Last Updated” date above indicates when these Terms were last changed. If we make future changes, we may provide Customer with notice of such changes, such as by sending an email, providing a notice through our website or the Services, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and Customer’s continued use of the Services after we provide such notice will confirm Customer’s acceptance of the changes. If Customer does not agree to the amended Terms, Customer must immediately stop using the Services. Any changes to these Terms will not apply to any dispute between Customer and Cheerzz arising prior to the date on which Cheerzz posted the updated Terms incorporating such changes or otherwise notified Customer of such changes.

1 Use of the Services

(a) Right to Use. Subject to Customer’s compliance with the terms and conditions of these Terms, Cheerzz grants Customer a limited, non-exclusive, revocable right to use the Services solely for Customer’s internal business purposes on a device that Customer owns or controls. Customer may not resell, transfer, assign, or sublicense Customer’s rights under these Terms to any third party or use the Services to provide services for the benefit of any third party.

(b) Authorization. Customer represents and warrants that (i) Customer is validly existing and in good standing under the laws of the place of its establishment or incorporation, (ii)

Customer has full corporate power and authority to execute, deliver and perform its obligations under these Terms, (iii) the person entering into these Terms on Customer's behalf has been duly authorized and empowered to enter into these Terms, and (iv) these Terms are valid, binding and enforceable against Customer and all Customer users in accordance with their terms.

(c) Customer Systems.

- i. *Provision.* Customer will maintain and timely grant Cheerzz access to and use of any Customer or third-party systems, hardware, software (including APIs), tools, platforms, applications, and other technology and infrastructure (and all related accounts and credentials) that are required for Cheerzz to provide the Services to Customer (including, without limitation, any of the foregoing that are required for Cheerzz to implement and maintain technological integrations between any of the foregoing and the Services) ("Customer Systems"). By way of example, Customer Systems may include internal Customer workspace applications, such as Google, Quickbooks, and/or other such applications. As between the parties, Customer (A) is solely responsible and liable for (1) Customer Systems and (2) compliance with any third-party terms and conditions applicable to such Customer Systems, which constitute Third-Party Terms (as defined below), (B) acknowledges that Cheerzz is not a party to such Third-Party Terms and (C) represents and warrants that it has the authority to provide Cheerzz with access to and use of such Customer Systems (including, without limitation, under such Third-Party Terms). Cheerzz will have no responsibility or liability for any (x) Customer Systems, including, without limitation, any failures or delays in providing the Services to the extent attributable to Customer Systems (including, without limitation, Customer's failure or delay in granting Cheerzz timely and complete access to and use of Customer Systems) or (y) failure to comply with any Third-Party Terms. Without limiting the foregoing, Cheerzz will not be responsible or liable for any loss or compromise of any Customer access credentials shared with Cheerzz in connection with access to such Customer Systems.
- ii. *Authorization.* By providing access to the Customer Systems, Customer, on behalf of itself and its users, expressly consents, authorizes, and directs Cheerzz to access and use such Customer Systems to provide the Services and as otherwise set forth in these Terms, including, without limitation, for purposes of taking AI Actions (as defined below).

(d) Access Credentials. Customer may be required to create an account to use the Services. Customer is responsible for use of the Services by Customer and Customer's users, their respective access to Services accounts, and all acts and omissions through Services accounts, as well as for use of the Services by any third party through Services access credentials of Customer or any Customer users, whether authorized or not. Customer is solely responsible for implementing and maintaining security measures to safeguard Customer's and Customer users' access credentials and to prevent use and disclosure of such credentials by unauthorized third parties. Customer will promptly notify Cheerzz in writing of any unauthorized use of the Services or access credentials that comes

to Customer's attention. Cheerzz has no obligation to inquire about the authority of anyone using the account access credentials of Customer or any Customer users.

(e) Disclaimer. CHEERZZ WILL NOT BE LIABLE FOR, AND CHEERZZ EXPRESSLY DISCLAIMS, ANY LIABILITY FOR LOSSES, COSTS, OR EXPENSES CAUSED BY ANY UNAUTHORIZED USE OF THE SERVICES DUE TO ANY CUSTOMER SYSTEMS OR THROUGH CUSTOMER'S ACCOUNT.

2 Customer Data and Privacy

(a) Ownership. Customer owns and retains all right, title, and interest in and to information, data, content, and/or files transmitted, uploaded, or stored in association with Customer's and its users' use of the Services, including, without limitation, information submitted to Cheerzz via the Customer Systems ("Customer Data"). Customer acknowledges and agrees that Cheerzz is not responsible for performing, and is not liable for failing to perform, any back-up of any Customer Data. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, security, and appropriateness of all Customer Data.

(b) Use of Customer Data. Customer hereby grants Cheerzz and its affiliates a worldwide, royalty-free, fully paid, transferable, assignable, sublicensable (through multiple tiers), perpetual, and irrevocable license to collect, host, use, access, view, store, copy, display, create derivative works of, delete, and otherwise process Customer Data (including providing Customer Data to applicable Third-Party Service Providers and others) to (i) provide, support, monitor, analyze, and improve the Services and improve Cheerzz's other products and services, (ii) communicate with Customer about its account and its users' accounts, (iii) comply with Applicable Laws (as defined below), including court orders, subpoenas, and requests or requirements for information made by regulatory or investigatory entities, (iv) prevent fraud or misuse of the Services, (v) perform market research, (vi) conduct product research and improvement and development of products and services by Cheerzz, and/or (vii) for any other lawful purpose. Cheerzz may expand its use of Customer Data in its discretion if not precluded by Applicable Laws. Cheerzz will not be required to transmit or provide Customer or any third party with Customer Data in any format except as required by Applicable Laws. Cheerzz's exercise of the license granted in this Section 2(b) is subject to the artificial intelligence limitations set forth in Section 10(b) (iv) and in the Privacy Policy, which control in the event of any conflict with this Section 2(b).

(c) Rights in Customer Data. Customer represents and warrants to Cheerzz that Customer has the rights, licenses, and permissions necessary to grant the license and use rights in these Terms and to otherwise provide Customer Data to Cheerzz for use by Cheerzz as contemplated by these Terms and the use of the Services by Customer and its users (including, without limitation, in connection with use of AI Tools (as defined below) and AI Actions). Customer is solely responsible for the content, accuracy, integrity, quality, and legality of Customer Data and for ensuring that it has given all notices and disclosures, and obtained all consents and permissions, necessary for (i) Customer to provide access to the Customer Systems, (ii) Customer and its users to use the Services and Cheerzz to provide

the Services (including, without limitation, to send any communications or other information or materials via the Customer Systems and to take AI Actions), (iii) Customer's collection, use and disclosure of Customer Data, and (iv) Cheerzz to collect, use, and disclose Customer Data. Customer will not and will ensure that its users do not include in Customer Data or otherwise upload, post, reproduce, or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property rights without first obtaining the permission of the owner of such rights.

(d) Usage Data. Notwithstanding anything to the contrary in these Terms, Customer agrees that Cheerzz may generate, collect, store, use, transfer, and/or disclose to third parties information gathered, prepared, computed, originated, or stored by Cheerzz resulting from the use or provision of the Services, including information derived from or based on Customer Data ("Usage Data") (i) to perform data analytics, (ii) to monitor, improve, and support the Services, (iii) to design, develop, and offer Cheerzz products and services, and/or (iv) for any other lawful purpose. Cheerzz owns and retains all rights to Usage Data, and no rights are granted to Customer, whether by implication, estoppel, waiver, or otherwise in or to any Usage Data. Cheerzz has no obligation to provide or make any Usage Data available to Customer.

(e) Privacy. Cheerzz's collection, use, and disclosure of personal information is described in the Cheerzz Privacy Policy, available at gocheerzz.com/privacy-policy (the "Privacy Policy"), which is incorporated into these Terms by reference. Customer acknowledges that it has reviewed the Privacy Policy. To the extent Customer Data includes personal information relating to Customer's employees, contractors, clients, or customers, Customer acts as the controller (or "business") and Cheerzz acts as the processor (or "service provider") with respect to that personal information, and Customer is solely responsible for providing all notices and obtaining all consents required under Applicable Laws for Cheerzz to process such personal information as contemplated by these Terms.

(f) Additional Terms. Cheerzz takes no responsibility and assumes no liability for any Customer Data posted, stored, uploaded, accessed or downloaded by Customer or any third party, or for any loss or damage thereto, incomplete or inaccurate Customer Data, or for any user conduct, nor is Cheerzz liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity Customer may encounter. As a provider of interactive services, Cheerzz is not liable for any statements, representations or Customer Data provided by its users in any public forum or other area. We do not undertake to review all Customer Data, and we expressly disclaim any duty or obligation to undertake any monitoring or review of any Customer Data. Although we have no obligation to screen, edit, or monitor Customer Data, we may:

- i. Delete or remove Customer Data or refuse to post any Customer Data at any time and for any reason with or without notice, including without limitation for any violations of Applicable Laws or these Terms;
- ii. Terminate or suspend Customer's access to all or part of the Services, temporarily or permanently, if Customer Data is reasonably likely, in our sole determination, to violate Applicable Laws or these Terms;

- iii. Take any action with respect to Customer Data that is necessary or appropriate, in Cheerzz's sole discretion, to ensure compliance with Applicable Laws and these Terms, or to protect Cheerzz's rights, or to protect any third-party rights, including third-party intellectual property and privacy rights (e.g., providing information to copyright owners in furtherance of Digital Millennium Copyright Act takedown requests); and
- iv. As permitted by Applicable Laws, cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Customer Data on or through the Services.

3 Conduct

(a) Restrictions. Customer will comply with all applicable local, state, national, and foreign laws in connection with Customer's use of the Services ("Applicable Laws"). Customer acknowledges that the Services, including any and all system hardware, system software, technical data, know-how, or other data or information obtained from Cheerzz ("Cheerzz Systems") may be subject to the import and/or export control laws of one or more countries and, accordingly, their import, export, re-export, and transfer may be restricted or prohibited. Customer agrees not to, and agrees to cause all Customer users not to, directly or indirectly, import, export, re-export, transfer, or cause to be imported, exported, re-exported, or transferred, any such Cheerzz Systems to any destination, entity, or persons prohibited or restricted under any law or regulation, unless Customer has first obtained the prior written consent of Cheerzz and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time.

(b) Acceptable Use. Customer will not, in connection with Customer's use of the Services or otherwise: (i) violate any Applicable Laws, contract, intellectual property right, or other third-party right or commit a tort; (ii) engage in any harassing, threatening, intimidating, predatory, or stalking conduct; (iii) impersonate or post on behalf of any person or entity or otherwise misrepresent Customer's affiliation with a person or entity; (iv) use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Services in any manner; or (v) use the Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

4 Fees

(a) General. Customer will pay Cheerzz the fees (i) charged on the Cheerzz website, (ii) charged on a Statement of Work, and/or (iii) that have otherwise been charged by Cheerzz for the Services (the "Fees"), as applicable. Subject to Section 4(c) below, Cheerzz may, in its sole discretion and at any time, modify any Fees.

(b) Payment. Customer will pay all Fees via the designated payment method in Customer's account ("Designated Payment Method") or by such other method set forth in a Statement of Work. Unless otherwise set forth in a Statement of Work or as communicated in writing

by Cheerzz, all payments pursuant to these Terms: (i) are nonrefundable; (ii) will be made in U.S. Dollars; and (iii) are exclusive of taxes and duties, which will be paid solely by Customer (other than taxes based on Cheerzz's net income). All Fees are payable without setoff, counterclaim, deduction, recoupment, or withholding of any kind for amounts owed or purportedly owed by Cheerzz under these Terms, Applicable Laws, or otherwise. The terms of payment specified herein may be subject to Cheerzz's approval of Customer's credit, and Cheerzz may at any time revise the specified terms of payment to require payment in advance.

(c) Recurring Subscriptions. Customer's use of certain Services may require enrollment in a payment plan involving automatic renewal (a "Recurring Subscription"). If Customer purchases such Services, Customer authorizes Cheerzz to maintain and charge Customer's Designated Payment Method automatically upon the renewal with no further action required by Customer. The length of Customer's Recurring Subscription will be provided when Customer makes the purchase. Customer's Recurring Subscription will automatically renew unless Customer cancels it. In the event that Cheerzz is unable to charge Customer's Designated Payment Method as authorized when Customer enrolled in a Recurring Subscription, Cheerzz may in our sole discretion (i) bill Customer for the Services subject to such Recurring Subscription and suspend Customer's access to such Services until payment is received and/or (ii) seek to update Customer's account information through third-party sources (e.g., Customer's bank or a payment processor) to continue charging Customer's Designated Payment Method as authorized by Customer. Customer may cancel a Recurring Subscription through Customer's account settings in the Services or by contacting us at support@gocheerzz.com. Customer may cancel a Recurring Subscription at any time, but if Customer cancels a Recurring Subscription before the end of the current subscription period, Cheerzz will not refund any subscription fees already paid. Following any cancellation, however, Customer will continue to have access to the applicable Services through the end of Customer's current subscription period. Cheerzz may change the prices charged for Recurring Subscriptions at any time by posting updated pricing through the Services or by other available means; provided, however, that the prices for Customer's Recurring Subscription will remain in force for the duration of the subscription period for which Customer has paid. After that period ends, Customer's use of the applicable Services will be charged at the then-current subscription price. If Customer does not agree to these price changes, Customer must cancel Customer's Recurring Subscription at least thirty (30) days before the changes take effect. If Customer does not cancel, Customer's Recurring Subscription will automatically renew at the then-current price at the time of renewal and for the same duration as the initial subscription term, and Cheerzz will charge Customer's Designated Payment Method on the first day of the renewal of the subscription term. Cancellation of a Recurring Subscription does not relieve Customer of its obligations under any applicable Minimum Term described in Section 4(f).

(d) Authorization. Customer authorizes Cheerzz to maintain Customer's account information and charge Customer's Designated Payment Method as permitted in these Terms and as otherwise disclosed to Customer, including, without limitation, in connection with any Recurring Subscriptions. Customer represents and warrants that it is authorized to use and have Fees charged to the Designated Payment Method.

(e) Effect of Non-Payment. If Customer fails to pay any Fees or other amounts due and owing, Cheerzz may, without limiting its rights or remedies at law, in equity, or under these Terms (each of which Cheerzz expressly reserves), (i) automatically charge Customer's Designated Payment Method, (ii) impose a finance charge on any outstanding balances, (iii) suspend or terminate Customer's account or Customer's access to the Services, and/or (iv) impose additional fees and/or charges, including, without limitation, reinstatement fees if Customer's account or Customer's access to the Services has been suspended or terminated. Customer will reimburse Cheerzz for all costs and expenses associated with any of the foregoing, including, without limitation, attorneys' fees and costs of collection.

(f) Minimum Terms. Certain Services are sold subject to a minimum commitment period (a "Minimum Term"). Without limiting the generality of the foregoing, Customer's purchase of the Cheerzz Launch onboarding package requires Customer to maintain an active, paid Cheerzz managed services subscription for a minimum of three (3) consecutive monthly billing periods beginning on the kickoff date. A Minimum Term applies whether or not Cheerzz's payment processor is configured to enforce it automatically, and the absence of automatic enforcement does not waive it. If Customer cancels, downgrades, pauses, or otherwise terminates a subscription before the end of an applicable Minimum Term for any reason other than Cheerzz's uncured material breach under Section 8(b)(ii), Customer will remain liable for, and Cheerzz may invoice and charge the Designated Payment Method for, all remaining subscription Fees that would have become due through the end of the Minimum Term. Any Minimum Term expressly stated in a Statement of Work controls over this Section 4(f).

(g) Additional Requests and Overages. Fees entitle Customer to the scope of Services described on the Cheerzz website, in the applicable plan description, or in a Statement of Work (the "Included Scope"). A request that falls outside the Included Scope is an "Additional Request." Additional Requests are billed at one hundred U.S. dollars (\$100) per Additional Request unless a different rate is set forth in a Statement of Work. Cheerzz will identify a request as an Additional Request and obtain Customer's written approval (email being sufficient) before performing it and before any related charge is incurred. Cheerzz may invoice Additional Requests in arrears or charge them to the Designated Payment Method. Cheerzz may modify the Additional Request rate upon thirty (30) days' written notice to Customer.

5 Products

(a) Product Orders. In addition to the Services, Cheerzz may offer physical goods, digital goods, and other products for purchase (collectively, "Products"). Each order Customer submits for a Product is an offer to purchase that Cheerzz may accept or decline. Cheerzz's acceptance occurs when Cheerzz ships the Product or, in the case of a digital Product, makes it available for download or access.

(b) Pricing and Availability. Product prices, descriptions, images, specifications, and availability are subject to change without notice and may contain errors or inaccuracies. Cheerzz reserves the right to correct any such error and to limit, cancel, or refuse any order, including after the order has been submitted and payment has been received. In the

event Cheerzz cancels an order under this Section 5(b), Cheerzz's sole obligation and Customer's sole remedy is a refund of amounts actually paid for the cancelled Product.

(c) Shipping; Title and Risk of Loss. Shipping and delivery dates are estimates only and are not guaranteed. Title to and risk of loss for physical Products pass to Customer upon Cheerzz's delivery of the Product to the carrier. Unless stated otherwise at checkout, Customer is responsible for all shipping charges, duties, tariffs, and import taxes.

(d) Returns and Refunds. Products may be returned only in accordance with the return policy published at gocheerzz.com or otherwise provided to Customer at the time of purchase (the "Return Policy"). Except as required by Applicable Laws or as expressly provided in the Return Policy, all Product sales are final and nonrefundable.

(e) Digital Products. Digital Products are licensed, not sold. Subject to Customer's payment in full and compliance with these Terms, Cheerzz grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the digital Product for Customer's own internal business or personal use. Customer may not redistribute, resell, sublicense, publicly display, or create derivative works of any digital Product.

(f) No Health, Medical, or Professional Claims. Certain Products relate to wellness or social impact. Products are not medical devices, are not intended to diagnose, treat, cure, or prevent any disease or condition, and are not a substitute for professional medical, mental health, legal, financial, or other professional advice. Customer should consult a qualified professional before acting on any information accompanying or relating to a Product. Any statements regarding Products have not been evaluated by the U.S. Food and Drug Administration.

(g) Disclaimer. To the fullest extent permitted by Applicable Laws, Products are provided "as is" and "as available," and the disclaimers and limitations in Sections 10 and 11 apply to Products to the same extent they apply to the Services.

6 Intellectual Property

(a) Ownership. Subject to the use rights granted under these Terms, as between the parties, Cheerzz or its licensors own and retain all right, title, and interest in and to the Services and Products (including, without limitation, any AI Tools and any improvements, modifications, enhancements, or derivatives of the foregoing), and all intellectual property rights relating to any of the foregoing. These Terms do not convey to Customer any rights of ownership in or related to the foregoing. Except for the rights expressly granted in these Terms, no other rights are granted to Customer in, to, or under Cheerzz's intellectual property rights, whether by implication, estoppel, waiver, or otherwise.

(b) Restrictions. Customer agrees that the Services contain trade secrets and other valuable proprietary information belonging to Cheerzz. Customer will not: (i) alter, copy, modify, translate, or make derivative works of, or permit the alteration, copying, modification, translation, or making derivative works of, the Services or any component thereof; (ii) attempt to derive the source code or object code for the Services, including by

reverse engineering, decompiling, disassembling, or similar means; (iii) seek to acquire any ownership interest in or to the Services; (iv) license, offer, sell, transfer, or lease the Services or attempt any of the foregoing; (v) remove, alter, or obfuscate any copyright, trademark, or other proprietary rights notices included with the Services; (vi) access or use the Services in order to design, develop, or build a similar product or competitive product; (vii) enable access to the Services by anyone not authorized to use the Services; (viii) develop any scripts or software applications that interact with or integrate with the Services unless first authorized in writing by Cheerzz; or (ix) circumvent or modify any security technologies designed to prevent unauthorized access to the Services. Customer will not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Cheerzz without Cheerzz's express written consent. Customer will not use any meta-tags or any other "hidden text" utilizing any of Cheerzz's names, trademarks, or service marks without the express written consent of Cheerzz.

(c) Feedback. Customer may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Cheerzz, the Services, or the Products (collectively, "Feedback"). Customer understands that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Customer, including to develop, copy, publish, or improve the Feedback, the Services, or the Products, or to improve or develop new products, services, or the Services in Cheerzz's sole discretion. Cheerzz will exclusively own all improvements to, or new, Cheerzz products or services based on any Feedback. Customer understands that Cheerzz may treat Feedback as nonconfidential.

7 Third-Party Services

(a) Third-Party Services. The Services rely on, interoperate with, or otherwise utilize or leverage third-party products or services (including, without limitation, those included in Customer Systems) (such services, "Third-Party Services" and the providers of such Third-Party Services, "Third-Party Service Providers"). These Third-Party Services are beyond our control, but their operation may impact, or be impacted by, the use and reliability of the Services. Customer acknowledges that (i) the use and availability of the Services is dependent on Third-Party Service Providers and (ii) these Third-Party Services may not operate reliably 100% of the time, which may impact the way that the Services operate. Cheerzz does not make any warranties or guarantees with respect to Third-Party Services, including, without limitation, the performance or continued availability of Third-Party Services, and Cheerzz may (either itself or as required by the Third-Party Service Provider) limit or cease providing interoperation with any or all Third-Party Services (and, as a consequence, certain or all features of the Services may be limited or ceased) without entitling Customer to any refund, credit, or other compensation if, for example and without limitation, the Third-Party Service Provider ceases to make the Third-Party Service available for interoperation or use with the Services in a manner acceptable to us. CHEERZZ WILL NOT BE LIABLE FOR, AND CHEERZZ EXPRESSLY DISCLAIMS, ANY LIABILITY FOR LOSSES, COSTS, OR EXPENSES TO THE EXTENT CAUSED BY ANY THIRD-PARTY SERVICES OR THIRD-PARTY SERVICE PROVIDERS OR FOR CUSTOMER'S

COMPLIANCE (OR NON-COMPLIANCE) WITH ANY APPLICABLE THIRD-PARTY TERMS (AS DEFINED BELOW), EACH OF WHICH ARE CUSTOMER'S EXCLUSIVE RESPONSIBILITY AND LIABILITY.

(b) Additional Terms. Customer's access to and use of the Services may subject Customer to, or Customer may otherwise be subject to in connection with Customer Systems, terms, conditions, and policies applicable to Third-Party Services (including terms of service or privacy policies of the applicable Third-Party Service Providers) ("Third-Party Terms"). Customer is responsible for complying with all Third-Party Terms and Cheerzz is not, and will not be deemed to be, a party to any Third-Party Terms, all of which are exclusively between Customer and the applicable Third-Party Service Provider(s).

8 Term, Termination and Suspension

(a) Term. The term of these Terms commences on Customer's acceptance of these Terms (whether via a click-through purchase or by entering into a Statement of Work) and, unless either party terminates Customer's access to the Services as set forth in this Section 8, continues until the expiration or termination of the stated term (i) on Cheerzz's website in connection with Customer's purchase, (ii) on the Statement of Work, or (iii) otherwise communicated by Cheerzz.

(b) Termination.

- i. *Non-Renewal.* If automatic renewal applies, either party may terminate Customer's access to the Services (and, therefore, these Terms) by issuing written notice of non-renewal at least 30 days prior to the expiration of the then-current term.
- ii. *Termination for Cause.* Either party may terminate Customer's access to the Services (and, therefore, these Terms) upon written notice to the other party (A) if such other party commits a material breach of these Terms and fails to cure such breach within 30 days of having received notice of the breach or (B) immediately if the other party becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver for the whole or part of its assets, if there is a filing of a voluntary bankruptcy petition by such other party or the filing against such other party of an involuntary bankruptcy petition that is not stayed or dismissed within 60 days, or there is an issuance of any order or the passing of a resolution for the winding-up of such other party's business.
- iii. *Termination for Convenience.* If Customer is not subject to a Statement of Work or an unexpired Minimum Term, then Customer may terminate Customer's access to the Services (and, therefore, these Terms) by notifying Cheerzz in writing or by closing Customer's account. Unless expressly set forth in a Statement of Work, Cheerzz may terminate Customer's access to the Services at any time by notifying Customer in writing (with email notice being sufficient) or by disabling or terminating Customer's account (with or without notice).
- iv. *Effect of Termination.* Termination does not relieve Customer of any obligation to pay Fees accrued or payable prior to the effective date of termination, including, without

limitation, amounts owed under an unexpired Minimum Term pursuant to Section 4(f). Sections 2, 4, 5(d), 6, 9, 10, 11, 12, 13, 17, and 18, and any other provision that by its nature should survive, will survive termination or expiration of these Terms.

(c) Suspension of Services. Without limiting Cheerzz's rights or remedies in these Terms, Cheerzz may suspend or limit access to the Services at any time: (i) if Cheerzz determines or reasonably suspects that Customer is using the Services in violation of Applicable Laws or in connection with any fraudulent activity; (ii) if Cheerzz reasonably determines that Customer's use of the Services adversely affects or interferes with the normal operation of the Services or any service to others; (iii) if Cheerzz is prohibited by Applicable Laws or an order of a court or other governmental agency from providing the Services; (iv) if Cheerzz reasonably believes there exists a security incident that threatens the security of the Services, Customer Data, or any data of others; or (v) for any other reason in Cheerzz's reasonable discretion. CHEERZZ WILL HAVE NO LIABILITY FOR ANY DAMAGES, LIABILITIES, OR LOSSES AS A RESULT OF ANY SUSPENSION OR LIMITATION OF CUSTOMER'S USE OF THE SERVICES IN ACCORDANCE WITH THIS SECTION.

9 Indemnification

Customer will indemnify and hold Cheerzz and its affiliates, and its and their officers, directors, employees, and agents (the "Cheerzz Parties") harmless against any damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising from or in connection with (a) Customer's access to, use of, or decisions made in connection with the Services or Products (including, without limitation, any AI Actions), (b) Customer Systems, (c) Customer Data, and/or (d) Customer's breach or alleged breach of these Terms or violation of Applicable Laws (each, an "Indemnifiable Claim"). Additionally, Customer will, at Cheerzz's sole election, defend Cheerzz from any Indemnifiable Claims. If Cheerzz directs Customer to defend an Indemnifiable Claim, then (i) Cheerzz has the right to approve the counsel Customer selects to defend the Indemnifiable Claim and (ii) Cheerzz may also have its own counsel participate in the defense and settlement of the Indemnifiable Claim at Customer's expense. Cheerzz may also exclusively retain control of the defense of an Indemnifiable Claim. Customer will not settle an Indemnifiable Claim without Cheerzz's written consent.

10 Disclaimers; Use of Artificial Intelligence

(a) General Disclaimer. Customer's use of the Services is at Customer's sole risk. Except as otherwise provided in a writing by us and to the fullest extent permitted under applicable law, the Services are provided "as is" and "as available" without warranties of any kind, either express or implied. Cheerzz disclaims all warranties with respect to the foregoing, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Cheerzz does not represent or warrant that the Services are accurate, complete, reliable, current, or error-free or that access to the Services or any content provided therein or therewith will be uninterrupted. Cheerzz cannot and does not represent or warrant that the Services or any content provided therein or therewith or our servers are free of viruses or other harmful components or content or materials. Customer assumes the entire risk as to the quality and performance of the Services. All disclaimers of

any kind (including in this Section 10 and elsewhere in these Terms) are made for the benefit of Cheerzz, the other Cheerzz Parties, and Cheerzz's respective shareholders, agents, representatives, licensors, suppliers, and service providers, as well as their respective successors and assigns.

(b) Use of AI Tools. Certain features of the Services use artificial intelligence models, tools, and other technology (collectively, "AI Tools") that may, from time to time, initiate or execute actions or decisions or otherwise generate text, information, results, images, suggestions, directions, and/or other output (collectively, "AI Actions"). Examples of AI Actions include, but are not limited to, (i) generating, modifying, or deleting records, (ii) initiating communications or sending documentation, (iii) triggering workflows or other business processes or tasks, and/or (iv) taking other actions within the Customer Systems. Customer acknowledges and agrees to the following with respect to AI Tools and AI Actions.

- i. *Automated Decisionmaking.* All AI Actions are the result of automated processes that may operate without human judgment or contextual understanding and AI Actions may be erroneous, biased, misleading, inaccurate, incomplete, unreliable, unsuitable, unlawful, or otherwise result in unintended consequences or be unfit for Customer's purposes. No AI Actions are, nor will Customer treat any AI Actions as, substitutes for human judgment and all AI Actions are, and Customer will treat such AI Actions as, merely automated suggestions and not definitive conclusions, guarantees, or other determinations (professional or otherwise).
- ii. *Customer Use.* Without limiting the other restrictions or provisions of these Terms, Customer agrees not to use or make decisions based on any AI Actions in a manner that may infringe upon or violate the rights of any third party or violate any Applicable Laws, and Customer acknowledges and agrees that (A) Customer is solely responsible for vetting and evaluating the accuracy, appropriateness, legality, and suitability for Customer's use of and decisionmaking regarding any AI Tools and AI Actions, including evaluating whether such Customer's use of, or decisions based on, such AI Tools or AI Actions will infringe upon or violate the rights of others or violate Applicable Laws, (B) Customer assumes all risk associated with Customer's use and decisions based on the AI Tools and AI Actions, and (C) Cheerzz will have no liability for such use or decisions.
- iii. *No Professional Advice.* Customer (A) expressly acknowledges and agrees that Cheerzz is not registered or licensed before any legal, governmental, regulatory, or industry authority and that neither the AI Tools, AI Actions, or Services generally, nor any information provided to Customer in connection therewith, are intended as, or should or will be considered or construed as, any advice or recommendation with respect to compliance with legal, governmental, regulatory, or industry requirements or guidelines (collectively, "Compliance Requirements") and (B) represents and warrants that Customer is not relying on the AI Tools, AI Actions, or Services generally or any other communication (written or oral) of Cheerzz as advice or recommendation designed to comply with Compliance Requirements and that Cheerzz has not (1) given any guarantee or representation as to the potential success, return, effect, or benefit of

the AI Tools, AI Actions, or Services generally or (2) made any representation to Customer regarding the effectiveness of the AI Tools, AI Actions, or Services generally, in each case, including, without limitation, with respect to any Compliance Requirements. Customer is fully responsible and liable for compliance with any Compliance Requirements, whether in connection with the AI Tools, AI Actions, Services, or otherwise.

- iv. *Third-Party Use.* The AI Tools may include artificial intelligence and other tools and technologies provided by third parties, and Customer acknowledges and agrees that (A) Cheerzz's or Customer's use of the AI Tools may involve access to Customer Data by third parties and that such access may occur pursuant to agreements with those third parties, rather than or in addition to these Terms, (B) such third-party tools and technologies are Third-Party Services and the providers thereof are Third-Party Service Providers and, as such, are subject to the terms and disclaimers in Section 7, and (C) Customer consents and authorizes Cheerzz to share Customer Data with such third parties to the extent necessary to provide the Services. Cheerzz's use of Customer Data in connection with AI Tools is subject to the following limitations, which are consistent with the Privacy Policy: (1) Cheerzz will not use Customer Data to train artificial intelligence models in a manner that exposes Customer Data to third parties or that creates derivative datasets identifiable to Customer; (2) Cheerzz does not sell personal information contained in Customer Data to third parties for artificial intelligence training; (3) where available, Cheerzz uses enterprise-tier or business-tier access to third-party AI providers, which typically excludes submitted data from those providers' model training, though such providers operate under their own privacy and data-handling commitments that Cheerzz does not control; and (4) Cheerzz may improve its workflow patterns, models, and Services using insights derived from Customer Data provided such insights are anonymized and aggregated so that no individual customer's personal or business information is identifiable.
- v. *Additional Disclaimer.* WITHOUT LIMITING THE OTHER DISCLAIMERS IN THIS SECTION 10, CHEERZZ MAKES NO WARRANTY CONCERNING TIMELINESS, ACCURACY, PERFORMANCE, QUALITY, RELIABILITY, LAWFULNESS, OR COMPLETENESS OF ANY AI ACTIONS OR CONCLUSIONS DRAWN THEREFROM AND CUSTOMER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ACTIONS TAKEN OR DECISIONS MADE (OR NOT TAKEN OR MADE) AS A RESULT OF THE AI ACTIONS, CUSTOMER'S USE THEREOF, AND ANY CONCLUSIONS DRAWN THEREFROM.

11 Limitation of Liability

(a) To the fullest extent permitted by applicable law, Cheerzz and the other Cheerzz Parties will not be liable to Customer under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, expectation, incidental, punitive, or special damages or lost profits, business, or data, even if Cheerzz or the other Cheerzz Parties have been advised of the possibility of such damages.

(b) The total liability of Cheerzz and the other Cheerzz Parties for any claim arising out of or relating to these Terms, the Services, or the Products, regardless of the form of the action, is limited to the greater of (i) the amount Customer paid to use the Services in the preceding six-month period and (ii) \$50.

(c) Multiple claims will not expand the limitations set forth in this Section 11. The limitations set forth in this Section 11 will not limit or exclude liability for any matters in which liability cannot be excluded or limited under applicable law, including, without limitation, liability for death or personal injury to the extent such limitation is prohibited by Applicable Laws. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to Customer.

12 Dispute Resolution; Binding Arbitration

Subject to this Section 12, if any dispute between the parties arising under or relating to these Terms (a “Dispute”) is not resolved through negotiation or mutual agreement, the parties agree to submit the Dispute to arbitration administered by the American Arbitration Association (“AAA”) and each party waives the right to trial by a jury.

If the Dispute is a consumer dispute within the meaning of the AAA arbitration rules, the arbitration will be conducted under the AAA’s Consumer Arbitration Rules. If the Dispute is a commercial dispute not governed by the AAA’s Consumer Arbitration Rules, the arbitration will be conducted under the AAA’s Commercial Arbitration Rules.

The arbitration will be conducted remotely, in English and before one neutral arbitrator. Any issues about the arbitrability of a Dispute will be determined by the arbitrator. All documents and information relevant to the Dispute in the possession of any party will be made available to the other party not later than 60 days after the demand for arbitration is served, and the arbitrator may permit such depositions or other discovery deemed necessary for a fair hearing. The arbitrator will have the power to require discovery of third parties (including testimony and documents) to the fullest extent allowed by federal law or the laws of the State of Delaware. The hearing may not exceed two days. The arbitrator’s award will be rendered within 120 days of the demand. The arbitrator may award interim and final injunctive relief and other remedies but may not award damages limited in Section 11 above whether under contract, tort, statute, or any other basis for liability unless they are required by statute as determined by the arbitrator.

No class arbitration will be allowed, but other parties may be joined as necessary to resolve the Dispute. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction. Notwithstanding anything to the contrary in this Section 12, (a) Cheerzz may, at any time, bring court proceedings or claims against Customer (i) solely as part of separate litigation commenced by an unrelated third party or (ii) solely to obtain temporary or preliminary injunctive relief or other interim remedies, pending conclusion of the arbitration and (b) either party may elect to pursue qualifying claims in small claims court on an individual basis.

If Customer is a consumer, Customer has the right to opt out of binding arbitration within 30 days of the date Customer first accepted these Terms by providing Cheerzz with notice of Customer's decision to opt out via email at success@yaycheerzz.com or by certified mail addressed to 3826 SE Liebe Street, Portland, OR 97202. In order to be effective, the opt-out notice must include Customer's full name, mailing address, and email address. The notice must also clearly indicate Customer's intent to opt out of binding arbitration. By opting out of binding arbitration, Customer is agreeing to resolve disputes in accordance with Section 13.

The enforceability of this Section 12 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., to the extent permitted by law. In the case of contradiction between the provisions of this Section 12 and the AAA's Consumer Arbitration Rules or Commercial Arbitration Rules, this Section 12 will prevail. The limitations on remedies described above may be deemed inoperative to the extent necessary to preserve the enforceability of the agreement to arbitrate. If any provision of this agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by law and all other provisions will remain valid and enforceable.

13 Governing Law

Any Disputes will be governed by and construed and enforced in accordance with the laws of the State of Delaware, except to the extent preempted by U.S. Federal Law, without regard to conflict of law rules or principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. If any Dispute is not subject to arbitration pursuant to Section 12, then any state or federal courts located in Delaware will have exclusive jurisdiction. Customer and Cheerzz waive any objection to venue in any such courts.

14 Modifying the Services

We reserve the right to modify all or part of the Services at any time. All modifications to the Services will be governed by these Terms, unless otherwise expressly stated by Cheerzz in writing. We are not responsible for any loss or harm related to Customer's inability to access or use our Services in connection with such modifications.

15 Severability

If any portion of these Terms other than Section 12 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms; and (c) the unenforceable or unlawful provision may be revised to the extent required to render the Terms enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced accordingly, so as to preserve the Terms and the intent of the Terms to the fullest possible extent.

16 Export Control

Customer is responsible for compliance with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. Customer represents, warrants and covenants that it is not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

17 Assignment; Successors

Customer may not assign or transfer these Terms, or any of its rights or obligations under these Terms, in whole or in part, by operation of law or otherwise, without Cheerzz’s prior written consent, and any attempted assignment in violation of this Section 17 is void. Cheerzz may freely assign or transfer these Terms, in whole or in part, without notice to or the consent of Customer, including in connection with a merger, conversion, reorganization, change of entity form or jurisdiction of organization, sale of assets, or other corporate transaction. Without limiting the foregoing, Customer acknowledges and agrees that Cheerzz may convert, reorganize, redomesticate, or reincorporate into a different entity form or jurisdiction, and that upon any such conversion, reorganization, or reincorporation these Terms will continue in full force and effect without interruption and will be binding upon and enforceable by and against the resulting or surviving entity as successor to Cheerzz, without any further action, notice, amendment, or consent being required. These Terms bind and inure to the benefit of the parties and their respective permitted successors and assigns.

18 Miscellaneous

Cheerzz’s failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word “including” will be interpreted to mean “including without limitation.” Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Communications and transactions between us may be conducted electronically. Notwithstanding any terms to the contrary in these Terms, Customer consents to Cheerzz’s use of Customer’s name, logo and other source identifiers on Cheerzz’s website and on Cheerzz’s promotional and marketing related materials, including, without limitation, for purposes of identifying Customer as a customer of Cheerzz and describing Customer’s use of the Services. Cheerzz may, by itself or through an independent third party, audit Customer’s use of the Services to verify (a) Fees payable and (b) that Customer is otherwise compliant with the terms and conditions of these Terms. Customer agrees to (i) maintain complete and accurate books, logs, and other records with respect to Customer’s use of the Services and (ii) provide reasonable access to Customer’s systems, books, logs, and other

records for purposes of conducting these audits. Each party has had the opportunity to review these Terms with legal counsel, and there will be no presumption that ambiguities will be construed or interpreted against the drafter.

19 Contact

Cheerzz Corporation 3826 SE Liebe Street Portland, OR 97202 Billing and account support: support@gocheerzz.com Legal notices: success@yaycheerzz.com