



## Terms & Conditions

Last updated: October 01, 2024

Please read these terms and conditions carefully before using our website and/or Products/Services. Some or all of these terms and conditions apply to all.

### Interpretation and Definitions

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for you to access our Products/Services or parts of our Products/Services.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Stash Global Inc. Delaware U.S.A.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to, or otherwise made available by you, regardless of the form of that content.
- **Country** refers to: Delaware, United States of America
- **Device** means any device that can access the Products/Services such as a computer, a cellphone, or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by you regarding the attributes, performance or features of our Products/Services.
- **Goods** refer to the items offered for sale
- **Orders** mean a request by you to purchase goods from us.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Products/Services.
- **Products/Services** refers to the Website.
- **Subscriptions & Licensing** refer to the services or access to the Products/Services offered on a subscription basis by the Company to you.
- **Free Trial** refers to a limited period that may be free prior to the purchase of a License or Subscription.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between you and the Company regarding the use of the Products/Services.
- **Third-party Social Media Products/Services** means any services or content (including data, information, products, or services) provided by a third-party that may be displayed, included, or made available by the Products/Services.
- **Website** refers to [www.stash.global](http://www.stash.global) and any sub-sites owned or associated with Stash Global Inc.
- **You** means the individual accessing or using the Products/Services, or the company, or other legal entity on behalf of which such individual is accessing or using the Products/Services, as applicable.
- **SMBs** means small to medium size businesses with less than 50 employees

#### Acknowledgement

These are the Terms and Conditions governing the use of the Stash Global website, and Products/Services, and the agreement that operates between you and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Products/Services



Your access to and use of the website and/or Products/Services is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Products/Services.

By accessing or using the Products/Services you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions, then you may not access the Products/Services.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Products/Services.

Your access to and use of the website and/or Products/Services is also conditioned on your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the Application or the Website and tells you about your privacy rights and how the law protects you.

### **Placing Orders for Goods**

By placing an order for Products/Services, you warrant that you are legally capable of entering into binding contracts.

### **Your Information**

If you wish to place an order for goods available on the website, you may be asked to supply certain information relevant to your order including, without limitation, your name, your email, your phone number, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any order; and that (ii) the information you supply to us is true, correct, and complete.

By submitting such information, you grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of your order.

### **Order Cancellation**

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to:

- Goods availability
- Errors in the description or prices for goods
- Errors in your order

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

### **Your Order Cancellation Rights**

Any products/services you purchase cannot be returned or refunded. You may cancel any products or services effective upon the renewal date of your subscription/licensing agreement.

### **Availability, Errors, and Inaccuracies**

We are constantly updating our offerings of Products/Services. The pricing, descriptions, and availability of our Products/Services may at times require updating. You may experience delays in updating information regarding our Products/Services and in our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.



## **Prices Policy**

The Company reserves the right to revise its prices at any time prior to accepting an order. The prices quoted may be revised by the Company subsequent to accepting an order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, you will have the right to cancel your order.

## **Payments**

All goods purchased are subject to the payment terms described in the subscription or licensing agreement. Payment can be made through various digital payment methods such as Visa, MasterCard, Discovery, and American Express cards for SMBs and through Licensing Invoicing, ACH, Wire Transfer for larger organizations.

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery of your order.

## **Subscriptions/Licensing**

### **Subscription/Licensing Period**

You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly, quarterly, or annually), depending on the type of subscription or licensing plan your company requires.

At the end of each period, your subscription/license will automatically renew unless you cancel it, or the Company cancels it.

### **Subscription/Licensing Cancellations**

You may cancel your subscription/license renewal either through your account settings page or by contacting the Company.

You will not receive a refund for fees already paid for your current subscription/licensing period and you will be able to access the Products/Services until the end of your current period.

## **Billing**

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

## **Fee Changes**

The Company, in its sole discretion and at any time, may modify the subscription/licensing fees. Any change will become effective at the end of the then-current subscription/licensing period.

The Company will provide you with reasonable prior notice of any change in fees before such change becomes effective.

Your continued use of the Products/Services after the fee change comes into effect constitutes your agreement to pay the modified fee amount.

## **Refunds**

Except when required by law, paid subscription/licensing fees are non-refundable. Certain refund requests may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.



## **Limited Free Trial**

The Company may, at its sole discretion, offer a subscription with a Free Trial for a limited period. You may be required to enter your billing information to sign up for the Free Trial.

If you do enter your billing information when signing up for a Free Trial (if offered), you will not be charged by the Company until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your subscription, you will be automatically charged the applicable subscription fees for the type of subscription you have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free trial offer.

## **Promotions**

Any Promotions made in relationship to our Products/Services may be governed by rules that are separate from these Terms.

If you participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## **User Accounts**

When you create an account with us, you must provide us information that is accurate, complete, and current always. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account.

You are responsible for safeguarding the password that you use to access your account(s) and for any activities or actions under your password.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene.

## **Content**

### **Your Right to Post Public Content**

Solely at our discretion, we may or may not allow you to post publicly visible content including and not limited to blog comments, questions, and other. You are responsible for the content that you post including its legality, reliability, and appropriateness.

By posting content to the site, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such content on and through the website. You retain all your rights to any content you submit, post, or display on or through the Products/Services and you are responsible for protecting those rights. You agree that this license includes the right for us to make your content available to other users of the Products/Services, who may also use your content subject to these Terms.

You represent and warrant that: (i) the content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your content on or through the Products/Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

### **Content Restrictions Pertaining to Public Content on the Website Originating with Your Users**

The Company is not responsible for the public content posted by your users. You expressly understand and agree that you are solely responsible for the content and for all activity that occurs under your account, whether done so by you or any third person using your account



*You may not transmit* any public content that is unlawful, offensive, upsetting, intended to disgust or unnecessarily shock, threatening, libelous, defamatory, obscene, or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to in its sole discretion, determine whether any public content is appropriate and complies with this Terms, refuse, or remove this content. The Company further reserves the right to make formatting and edits and change the manner any content. The Company can also limit or revoke the use of the Products/Services if you post such objectionable content.

As the Company cannot control all content posted by users and/or third parties on the website, you agree to use the website at your own risk. You understand that by using the Products/Services you may be exposed to content that you may find offensive, indecent, incorrect, or objectionable, and you agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred because of your use of any content.

### **Content Backups**

Content backups are the responsibility of the organization. The Company protects a minimum of three (3) copies of encrypted, parsed data bytes per unstructured data format, and fewer or additional copies upon request. The data is distributed amongst multiple storage destinations of the customers choosing on-cloud, off-cloud, or a combination for resilience. Protection of additional multiples is provided at an additional cost.

### **Copyright Policy**

#### **Intellectual Property Infringement**

We respect the intellectual property rights of others. It is our policy to respond to any claim that content posted on the website infringes a copyright or other intellectual property infringement of any person. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the website, you must submit your notice in writing to the attention of our copyright agent via email at [contact@stash.global](mailto:contact@stash.global) and include in your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any content is infringing your copyright.



## **DMCA Notice and DMCA Procedure for Copyright Infringement Claims**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Products/Services where the material that you claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at [contact@stash.global](mailto:contact@stash.global).

Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Products/Services.

## **Intellectual Property**

The Products/Services and its original content (excluding content provided by you or other users), features, and functionality are and will remain the exclusive property of the Company.

The Products/Services is protected by copyright, trademark, patents, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## **Your Feedback to Us**

You assign all rights, title, and interest in any Feedback you provide the Company. If for any reason such assignment is ineffective, you agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-license, distribute, modify, and exploit such Feedback without restriction.



### **Links to Other Websites**

Our Products/Services may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such web sites or services. It is strongly advised you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Termination**

We may terminate or suspend your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms and Conditions.

Upon termination, your right to use the website and/or Products/Services will cease immediately. If you wish to terminate your Account, you may simply discontinue using the Products/Services.

### **Limitation of Liability**

Notwithstanding any damages that you might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and your exclusive remedy for all the foregoing shall be limited to the amount actually paid by you for Products/Services.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Products/Services, third-party software and/or third-party hardware used with the Products/Services, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

#### **"As is" and "As available"**

The Products/Services is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Products/Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Products/Services will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Products/Services, or the information, content, and materials or products included thereon; (ii) that the Products/Services will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Products/Services; or (iv) that the Products/Services, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.



Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all the above exclusions and limitations may not apply to you. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

### **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and your use of the Products/Services. Your use of the Application may also be subject to other local, state, national, or international laws.

### **Disputes Resolution**

if you have any concern or dispute about the Products/Services, you agree to first try to resolve the dispute informally by contacting the Company.

#### **For European Union (EU) End Users**

If you are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

#### **United States Federal Government End Use Provisions**

If you are a U.S. federal government end user, our Products/Services is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

### **United States Legal Compliance**

You represent and warrant that (i) you are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) you are not listed on any United States government list of prohibited or restricted parties.

### **Severability and Waiver**

#### **Severability**

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

#### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

#### **Translation Interpretation**

These Terms and Conditions may have been translated if we have made them available to you on our website. You agree that the original English text shall prevail in the case of a dispute.

### **Changes to These Terms and Conditions**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our website and/or Products/Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Products/Services.

**Contact Us** If you have any questions about these Terms and Conditions, you can contact us, By email: [contact@stash.global](mailto:contact@stash.global)