TERMS AND CONDITIONS BADGER POST

The website badgerpost.com (*hereinafter* "**Website**" or "**Site**") is owned by THE BADGER HUB SRL, a legal entity, with registered office in Eugen Ionesco nr. 23, Cluj-Napoca, Romania registered with the Trade Register Office under number EUID ROONRC.J12/1663/2024 (*hereinafter* "**Company**").

These terms and conditions ("Terms"), together with any documents, additional terms, policies, and disclaimers they expressly incorporate by reference, including any other terms and conditions or agreements that THE BADGER HUB SRL, and its affiliates ("we," "us," and "our") make publicly available or provide to you or the company or other legal entity you represent ("you" or "your") (collectively, these "Terms"), constitute a binding and enforceable legal contract between Company and you concerning your use of, and access to, Badger Post's Platform and Services.

By using the Platform and Services, you agree that you have read, understood, and are bound by these Terms, as amended from time to time, and that you comply with the requirements listed herein. If you do not agree to all of these Terms or comply with the requirements herein, please do not access or use the Services. It is your responsibility to check these Terms periodically for changes. The current version of these Terms is available at badgerpost.com.

Company reserves the right, at its sole discretion, to amend, change, modify, add, or remove portions of these Terms at any time. Your continued use of the Platform and Services following the published updates to the Terms will mean that you accept and agree to the changes.

Please note that specific Services offered by Badger Post may be subject to additional terms and conditions. In the event of any inconsistency between these Terms and the additional terms and conditions applicable to specific Services, the additional terms and conditions shall prevail.

Section 1: Introductory Notes

The Platform and associated services (collectively, the "Services") provide essential links between our platform and your favorite tools and services. They enable seamless integration and automation of your workflows by allowing BadgerPost to communicate and interact with various external platforms.

By using the Platform and Services, you are allowed to:

- Access and Read Data: Import content from platforms like Google Drive or WordPress.
- Publish and Share Content: Distribute your content across CMS platforms and social media channels.
- Automate Processes: Streamline repetitive tasks by automating interactions with different tools.

The Facebook Connection in BadgerPost allows you to automate your Facebook page activities seamlessly. By connecting your Facebook account to BadgerPost, you can easily manage, publish, and engage with content on your Facebook pages.

A Google Drive Connection in BadgerPost allows you to seamlessly integrate your Google Drive with our platform. By connecting your Google Drive account to BadgerPost, you can easily access and utilize your Google Drive files in your automation workflows.

We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by providing notice through the Services or updating the "Last Updated" date at the top of these Terms. Unless we state otherwise in our notice, all such modifications are effective immediately, and your continued use of the Services after we provide that notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, then you must stop using the Platform and the Services.

Please read these Terms carefully, as they govern your use of the Services. These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the Services. By clicking “I agree” (or a similar language) to these Terms, acknowledging these Terms by other means, or otherwise accessing or using the Services, you accept and agree to be bound by and to comply with these Terms. If you do not agree to these Terms, then you must not access or use the Services.

Section 2: Use of Services

As a condition to accessing or using the Services, you represent and warrant to Badger Post (the "Platform"), built by Company, the following:

- if entering into these Terms as an individual, you are of legal age in your jurisdiction of residence and possess the legal capacity to enter into these Terms and be bound by them;
- if entering into these Terms as an entity, you have the legal authority to accept these Terms on the entity's behalf, in which case "you" (except as used in this paragraph) refers to that entity;
- you will not use a VPN or other privacy or anonymisation tools or techniques to circumvent, or attempt to circumvent, any restrictions applicable to the Services;
- your access to the Services (a) is not prohibited by and does not violate or assist in violating any Applicable Laws; and (b) does not contribute to or facilitate any illegal activity.

As a condition to accessing or using the Services, you acknowledge, understand, and agree to the following:

- from time to time, the Services may be inaccessible or inoperable for any reason, including: (a) equipment or technology or other infrastructure delay, inaccessibility, or malfunctions; (b) periodic maintenance procedures or repairs that Badger Post or any of our suppliers or contractors may undertake from time to time; (c) causes beyond Badger Post’s control or that Badger Post could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason. Without limitation of any other provision of these Terms, and as set forth below, Badger Post has no responsibility or liability for any losses or other injuries resulting from any such events;
- we reserve the right to disable or modify access to the Services (such as restricting features of the Services) at any time in the event of any breach of these Terms, including, if we reasonably believe any of your representations and warranties may be untrue, misleading, or inaccurate, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Services being inaccessible to you at any time or for any reason;
- the Services may evolve, which means Badger Post may apply changes, replace, or discontinue (temporarily or permanently) the Services at any time in our sole discretion;
- the pricing information and other data provided on the Site does not represent (i) an offer, a solicitation of an offer, or recommendation to enter into, a transaction with Badger Post (other than the payment of fees to Badger Post) or (ii) any advice regarding a transaction entered into using the Site

Section 3: Disclaimer of professional advice and fiduciary responsibility

The information available through your access and use of Badger Post is provided solely for informational purposes and should not be interpreted as professional guidance. You should not base any decisions or actions on the information contained within the Platform or any other materials that Company may provide at any given time. Prior to making financial, legal, or other decisions relating to Badger Post, it is essential to consult with a licensed and qualified professional in the relevant field. These Terms do not aim to create or enforce any fiduciary responsibilities on our part. By agreeing to these Terms, you acknowledge that our duties and obligations to you are limited to those explicitly stated within these Terms.

Section 4: Restricted activities and compliance

When using our services, you are not allowed to engage in any activities outlined below ("Restricted Activities"). The listed activities are indicative but not exhaustive examples of Restricted Activities. If you are

unsure whether your use of our services involves a Restricted Activity or have other questions about the requirements, please contact us. By using our services, you confirm that you will not engage in any of the following Restricted Activities:

- Violate any applicable laws, including relevant anti-money laundering, anti-terrorist financing laws, sanctions programs, and other legal requirements;
- Engage in improper, abusive, or disruptive trading practices, including fraudulent acts, market manipulation, or any other activity that, in our reasonable judgment, negatively affects the operation of our platform;
- Use our services in a manner that interferes with, disrupts, negatively affects, or inhibits other users from fully enjoying our services, or that damages, disables, overburdens, or impairs the functioning of our platform in any manner;
- Circumvent any content-filtering techniques, security measures, or access controls employed on our platform, including the use of VPNs;
- Use any automated means, such as robots, spiders, crawlers, scrapers, or other tools not provided by us, to access our services, extract data, or introduce any harmful material;
- Provide false, inaccurate, or misleading information while using our services or engage in activities that defraud us, other users of our services, or any other person;
- Use our services in any way that is, in our sole discretion, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable;
- Harass, abuse, or harm another person, including our employees and service providers;
- Impersonate another user of our services or otherwise misrepresent yourself; or
- Engage, attempt to engage, or encourage, induce, or assist any third party in engaging or attempting to engage in any of the activities prohibited under this section or any other provision of these terms.

Section 5: User content license, rights reservation in due diligence

By utilising our platform and services, you bestow upon us an unrestricted, royalty-free, fully compensated, sub-licensable (across numerous levels), transferable, perpetual, non-revocable, non-exclusive, global license to employ, replicate, alter, produce derivative works from, showcase, perform, publish, and disseminate in any format, medium, or manner any content shared with other users as a consequence of your use of our platform or services (collectively, "Your Content"), including for the purpose of promoting our platform or services. You assert and guarantee that (a) you possess Your Content or possess the authority to grant the rights and licenses stated in these Terms; and (b) Your Content and our utilisation of Your Content, as authorised herein, will not infringe, misappropriate, or violate any third party's rights.

Section 6: Intelectual property rights

Your personal data is collected and processed through the Website in compliance with the applicable legislation on the protection of individuals with regard to the processing of personal data and following the *Privacy Policy.*

Section 7: Intelectual property rights

Certain aspects of the Services may use, incorporate or link to specific open-source components. Your use of the Services is subject to, and you will comply with, any applicable open-source licenses governing these components ("Open-Source Licenses"). You may not (a) resell, lease, lend, share, distribute, or permit any third party to use the Services; (b) use the Services for time-sharing or service bureau purposes; or (c) use the Services in violation of the Open-Source Licenses.

Except for third-party software that the Services incorporate, all intellectual property rights in the Services, the technology, content, and other materials used, displayed, or provided on the platform or in connection with the Services are owned by us or our licensors. We grant you a limited, non-exclusive, revocable, non-

transferable, non-sublicensable license to access and use those portions of the platform and the Services that are proprietary and not available under the Open-Source Licenses.

Our product or service names, logos, and other marks used on the platform or as part of the Services, including our name and logo, are trademarks owned by us or our licensors. You may not copy, imitate, or use them without our prior written consent or the consent of the applicable licensors. These Terms do not grant you any rights in those trademarks. You may not remove, obscure, or alter any legal notices displayed in or along with the platform or the Services.

Any rights not expressly granted herein regarding the materials contained on or through the platform or the Services are reserved by us in full. If you believe that your intellectual property rights are being infringed, please contact our support team.

Section 8: Third party content

The Services may include content, information, and services owned, made available, or licensed by third parties ("Third-Party Services"), or contain links to Third-Party Services. You understand that Third-Party Services are the responsibility of the third party that created or provided them and acknowledge that your use of such Third-Party Services is solely at your own risk.

We make no representations and exclude all warranties and liabilities arising from or pertaining to such Third-Party Services, including their accuracy, completeness, and security. We do not control, endorse, or adopt any Third-Party Services and have no responsibility for Third-Party Services, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, your dealings or correspondence with such third parties are solely between you and the third party. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and your use of Third-Party Services is at your own risk.

The Services may contain hyperlinks or references to third-party websites or platforms. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third-party websites or platforms and have no legal responsibility for any content, material, or information contained therein.

The display of any hyperlink and reference to any third-party website or platform does not mean that we endorse that third party's website, platform, products, or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

All intellectual property rights in and to Third-Party Services are the property of the respective third parties.

Section 9: Limitation of Liability

We shall not be liable for any damages, whether direct, indirect, incidental, or consequential, arising under any circumstances out of access to, browsing, and/or use of the Website.

We use all reasonable efforts to ensure that the materials provided through the Website are complete, accurate, and current. However, we do not warrant their accuracy at any given time and do not assume liability for any damage or loss caused to the user by inaccurate information.

We also disclaim any liability that may result from interruptions or errors on the Website due to causes such as host failures, communication network failures, or server errors. We are in no way liable for any loss of data, profits, sales, or opportunities, direct or indirect, resulting from the inability to use the Website.

Section 10: Disclosure and Disclaimers

To the fullest extent permissible under applicable law, the Services (including their content and functionality) provided by or on our behalf are delivered on an "AS IS" and "AS AVAILABLE" basis. We expressly disclaim all representations, conditions, or warranties of any kind, whether express, implied, legal, statutory, or

otherwise, including but not limited to warranties of merchantability, suitability for a specific purpose, data accuracy, system integration, title, non-infringement, and quiet enjoyment. We do not guarantee that the Services will be available at all times, uninterrupted, or error-free.

We make every effort to check and test the material provided on the Website to ensure that it is safe and free of viruses or other harmful content. However, we do not accept any responsibility for any loss, interruption, or error suffered by your system as a direct consequence of accessing, visiting, browsing, or using the Website.

We recommend that you always run an anti-virus program on your device when browsing the internet.

Section 11: Resolving Disputes and Mandatory Arbitration

PLEASE REVIEW THIS SECTION CAREFULLY, AS IT IMPACTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING A LAWSUIT IN COURT. THIS SECTION REQUIRES YOU TO SETTLE ANY DISPUTE, CLAIM, OR CONTROVERSY (COLLECTIVELY, A "DISPUTE") ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PLATFORM THROUGH BINDING INDIVIDUAL ARBITRATION INSTEAD OF IN COURT. THIS APPLIES TO DISPUTES THAT EMERGE BEFORE THE EFFECTIVE DATE OF THESE TERMS AND CONTINUES AFTER THE TERMINATION OF THE TERMS.

You and Company acknowledge that any Dispute resulting from or associated with these Terms or the Platform is personal to you and Company.

This Section does not preclude you or Company from pursuing individual claims for damages in a small claims court, provided they qualify and remain within the jurisdiction of the small claims court. Both parties retain the right to seek damages in court for alleged infringement or misuse of intellectual property rights, such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents.

To resolve any Dispute with Company related to the Platform, you agree to first contact Company and attempt an informal resolution by sending a written notice of your claim ("Notice") to Company by email at office@badgerhub.com. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and foundation of the claim; and (c) specify the specific relief sought.

Company and you will maintain the confidentiality of any arbitration or court proceedings, judgments, and awards, including any information gathered, prepared, and presented for purposes of the court disputes or related to the Dispute.

Section 12: Governing Law

The interpretation, enforcement, and any Disputes arising out of or in connection with these Terms or the Platform will be governed by, construed, and enforced under the laws of Romania, as applicable, without regard to conflict of law rules or principles (whether of Romania or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. For any proceeding the courts located in Romania will have exclusive jurisdiction. You waive any objection to venue in any such courts.

Section 13: Miscellaneous

Force Majeure: Neither you nor Badger Post shall be held liable for any delay or failure in performance resulting from causes beyond their reasonable control, including but not limited to natural disasters, acts of God, war, terrorism, labor disputes, governmental actions, equipment or software malfunction, or network failures such as "forks" or unexpected changes in a computer network.

Taxes: It is your responsibility to determine and comply with any taxes that may apply due to your use of the Services. Badger Post is not responsible for determining or advising on tax obligations.Severability: If any

provision of these Terms and Conditions is deemed unenforceable or invalid under applicable law, the remaining provisions shall remain in full force and effect.

Waiver: No waiver by Badger Post of any term or condition set forth in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Badger Post to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

Assignment: These Terms and Conditions shall be binding on your successors, heirs, personal representatives, and assigns. You may not assign or transfer any of your rights or obligations without prior written consent from Badger Post. Badger Post may assign its rights or delegate its duties under these Terms and Conditions at its sole discretion.

Relationship of the Parties: These Terms and Conditions do not create any partnership, joint venture, agency, consultancy, or trusteeship. You and Badger Post are independent contractors for the purposes of this agreement.

Contact Information: For any inquiries or concerns, you may contact us at office@badgerhub.com.

Amendments: Badger Post reserves the right to modify these Terms and Conditions at any time. Any modifications will be communicated to you, and your continued use of the Services constitutes acceptance of the modified terms. If you do not agree to the updated Terms and Conditions, you must discontinue your use of the Services.

Third-Party Rights: No third party shall have any rights to enforce any terms contained herein.

Entire Agreement: These Terms and Conditions, along with any other referenced policies or agreements, constitute the entire agreement between you and Badger Post concerning your use of the Services and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.