

# End-User License Agreement

This End-User License Agreement (“EULA”) is between you (the “End-User” or “You” or “Your”) and DigitalWoven, Inc., (“DigitalWoven” or “We”). This EULA governs the End-User’s use of the Anylocal website (“Site”), the End-User’s use of and/or download of the application, including any upgrade or update, and the use of any online services and mobile applications DigitalWoven provides (“Services”).

## Terms of Use

1. **This Agreement.** This EULA constitutes a binding contract between DigitalWoven and the End-User. If You do not accept the terms of use (“TOU”) in this EULA, you may not use the Software and Services. By accessing and using the Site and/or Services, and/or by downloading and/or using the Software, You agree to be bound by all the TOU this EULA sets forth.
  1. Age. If You are less than eighteen (18) years old, or at least eighteen (18) years old but are a minor where You live, then Your parent or legal guardian must accept this EULA on Your behalf and approve Your use of the Software.
  2. You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
  3. Provision Invalidity. Should a court of competent jurisdiction hold any provision of this EULA to be invalid, the remaining provisions shall still remain in full effect.
  4. Non-transferability, non-assignability. Without the prior written consent from DigitalWoven, the obligations and rights You have under this EULA may not be assigned or transferred.
  5. Supersession. This EULA, as well as any updates posted on Anylocal or DigitalWoven websites set forth the entirety of the agreement between You and DigitalWoven, superseding any and all prior agreements between You and DigitalWoven.
2. **License.** DigitalWoven hereby grants you a personal, limited, non-exclusive, non-transferable, non-sublicensable license to the Software and Services subject to the TOU of this EULA.
3. **Your Anylocal Account.** You will need to create an account to use the Software. Safeguarding your Anylocal login information and Your account is Your responsibility; if You discover any unauthorized activity on Your account it is Your responsibility to notify DigitalWoven immediately.
4. **Improper Installation.** If Anylocal’s Service is installed on Your devices illegally, You should terminate Your Services immediately. DigitalWoven shall not be held responsible or liable for any damages resulting from improper installation or use of the Services.
5. **Ownership.** DigitalWoven is the sole owner of all right, title, and interest in the Software, Site and Services, including and without limitation all patent rights, copyrights, trademark and service mark rights, trade secret rights and other intellectual property rights; You may only use such items as expressly permitted hereunder.
6. **Copyright.** Should You infringe on the intellectual property or copyright of others, DigitalWoven has the right to terminate Your account. In keeping with the Digital Millennium Copyright Act of 1998, DigitalWoven will respond to copyright infringement claims committed using DigitalWoven as reported to our Designated Copyright Agent: [legal@digitalwoven.com](mailto:legal@digitalwoven.com).
7. **Use of Services.** The Software, Site and Services may only be used by You as permitted by law, including all applicable international, federal, state, or local laws and regulations. You may not: Interfere with access of any user, network or host, including introducing any virus to, flooding, mail-bombing, spamming, or overloading Anylocal, or introducing any other content or material that is technologically harmful or malicious; Use a denial-of-service

attack or a distributed denial-of-service attack to attack Anylocal; access, use, or tamper with Anylocal + DigitalWoven computer systems, areas of Anylocal+DigitalWoven that are non-public, or Anylocal's providers' delivery systems; Reverse engineer, decompile, decipher, or disassemble software used by Anylocal; Breach, probe, scan, or test any authentication or security measures or the vulnerability of any Anylocal system; Violate others' privacy; And other such examples that violate laws and regulations or other attempts to disrupt or interfere with the working of Anylocal. You further may not encourage, attempt to encourage, enable, or attempt to enable others to do any of the above. DigitalWoven has the right to investigate any violations of these Terms, as well as to consult and cooperate with relevant authorities to prosecute any user or users who violate the law.

8. **Termination.** You may cancel your account at any time. Your access to the Software, Site or Services, may also be terminated or modified at DigitalWoven's sole discretion. This may be done without prior notice at any time if You use the Software, Site or Services in a way that could cause DigitalWoven legal liability, if You fail to comply with these TOU, or if you or interfere with others' ability to use the Software, Site or Services. Should DigitalWoven terminate or suspend Your use of the Software, Site or Services, DigitalWoven will make reasonable efforts to inform You in advance and allow You retrieve data. However, there may be cases (such as flagrant violations) in which DigitalWoven will choose to immediately suspend Your account immediately without prior notice or further assistance.
9. **Updates.** DigitalWoven reserves the right to update the TOU at any time and without notice. You can view the most updated version of the TOU at any time by clicking on the "Terms of Use" link on the Site. If You continue using the Software after the time that revisions have come into effect, You are automatically agreeing to the revised TOU. Stop using the Software if You wish to not agree to the revised TOU. The current version of this EULA can be viewed at <https://www.digitalwoven.com/term.pdf>, the current version of the Privacy Statement can be viewed at <https://www.digitalwoven.com/privacy.pdf>, and the current version of Terms of Service can be viewed at <https://www.digitalwoven.com/terms.pdf>. You are responsible to stay updated on any changes since You shall be bound by the latest version of the Terms of Service, Privacy Statement, and EULA.
10. **Access to Services.** Should DigitalWoven be unable to make access available for reasons beyond its control, DigitalWoven will communicate to You the reasons for, and expected duration of the outage. Although DigitalWoven shall attempt, within the limits of what is commercially reasonable, to back up all Customer data, should there be a disaster, You may have to reconfigure the Services to get them back to where they were before the outage. Internet connectivity has inherent risks, and these could lead to a loss of privacy or confidential information. Along with third party service providers, DigitalWoven has implemented and maintained commercially reasonable organizational and technical security measures meant to fulfill objectives that include, but are not limited to, the following: ensuring confidentiality and security of Your data in DigitalWoven or our third party service providers, guarding against use of Your data or unauthorized access to it, protecting against threats to the security of Your data, using https to encrypt Your data and content during transmission by DigitalWoven and third party service providers, ensuring appropriate return or disposal of Your data in accordance with the foregoing, and so on. Nonetheless, DigitalWoven cannot guarantee that no unauthorized third parties will ever be able to overcome those measures and access your data for its purposes.
11. **User Content License.**
  - *Ownership:* As a user of AnyLocal, you retain all copyrights and ownership rights to the content you upload, including but not limited to photos, videos, and notes ("User Content").
  - *Grant of License:* By agreeing to these Terms of Service, you grant AnyLocal a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, reproduce, modify, display, and distribute your User Content in connection with the AnyLocal service and its affiliated companies. This license is solely for the purpose

of enabling AnyLocal to display, distribute, and promote your content within the platform and in external media, and to enhance the services we offer.

- *Scope of License:* The granted license includes the right for AnyLocal to make the User Content available to other companies, organizations, or individuals who partner with AnyLocal for the syndication, broadcast, distribution, or publication of content on other media platforms.
- *Termination of License:* The license granted will terminate when you remove your User Content from the service, except where you have shared the content with others, and they have not deleted it, or it was copied or stored by other users with your consent. Additionally, the license will continue for a commercially reasonable period after removal for backup and archival purposes.

**12. Transfer of Ownership in Sale:**

- **Sale of Posts:** When you, as a user of AnyLocal, decide to sell a post on our platform, including but not limited to videos, pictures, and associated content (“User Post”), you agree to transfer all ownership rights of the said User Post to the new owner.
- **Complete Transfer:** Upon the sale of a User Post, all rights, titles, and interests, including copyrights, in the User Post will be transferred to the purchaser. This means you will no longer retain any ownership, control, or rights to the sold User Post.
- **Irrevocable Transaction:** The transfer of ownership is irrevocable. Once a User Post is sold, you cannot reclaim ownership, rights, or control over the User Post.
- **Responsibility of Seller:** It is your responsibility to understand and agree that selling a User Post results in the complete and permanent transfer of all your rights associated with the User Post to the buyer.

**13. Location-Based Content Upload.** By using our app, you agree to upload pictures and videos along with their accurate GPS location data. This allows us to provide enhanced features and services tailored to your location. You acknowledge and consent that the GPS data accompanying your uploads will be stored and used in accordance with our Privacy Policy. Please ensure that your device’s location settings are enabled to facilitate this feature. It is your responsibility to ensure that sharing your location data does not violate the privacy or rights of yourself or others.

**14. Content Compliance and Removal.** AnyLocal reserves the right to remove any content uploaded by users, with or without prior notification, to ensure compliance with local laws and regulations. This action may be taken at the discretion of AnyLocal to maintain the integrity and legality of the platform.

**15. Disclaimers.** The software is provided “as is”, and DigitalWoven disclaims all warranties with regard to the software whether express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability, fitness for a particular purpose or use, satisfactory quality, or quiet enjoyment. DigitalWoven does not warrant that the use of the software will be uninterrupted or error free or that the software does not contain any viruses. DigitalWoven will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the software. This warranty disclaimer is a fundamental element of the basis of the bargain between you and DigitalWoven. DigitalWoven would not provide the software absent such disclaimer. No representations or warranties are made by any of DigitalWoven’s customers or suppliers under or by virtue of this agreement. If you are dissatisfied with any portion of the software, or with any of these terms, your sole and exclusive remedy is to discontinue using the software. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

**16. Liability Limitation.** DigitalWoven or its affiliates shall in no event be liable for any consequential, incidental, indirect, or special damages (such as data loss, damages for interruption of business, lost profits, and so on) regardless of the form of action, whether in tort (including without limitation negligence), contract, product liability, or other theory,

even if advised of such damages being a possibility. Any cumulative liability of DigitalWoven arising out of this agreement shall in no way surpass the money amount paid to DigitalWoven in regards to the software giving rise to the claim. The foregoing limitation and exclusion may not apply to You, as some jurisdictions do not allow the limitation or exclusion of incidental or consequential damages. Limitation of liability serves as a foundational element in the bargain between you and DigitalWoven; it will apply regardless of failure of essential purpose of any limited remedy herein set forth. Without such limitation, DigitalWoven would not provide You the Services and Software.

17. **Privacy.** DigitalWoven values Your privacy and takes the security and protection of Your user information very seriously in accordance with our privacy statement. The Privacy Statement, currently posted at <https://www.digitalwoven.com/privacy> (“Privacy Statement”) is by this reference incorporated into this EULA. You hereby agree to the use of Your data in accordance with DigitalWoven Privacy Statement.