End-User License Agreement (EULA)

Last Updated: July 24, 2025

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading, or using the TUDDEH mobile application ("Application") operated by **TUDDEH App.** ("TUDDEH", "we", "our", or "us").

By clicking "I Agree," installing, or using the Application, you agree to be bound by the terms of this Agreement.

If you do not accept this Agreement, do not use the Application.

1. License Grant

TUDDEH App. grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Application solely for your personal, non-commercial use on devices that you own or control, and strictly in accordance with the terms of this Agreement.

2. Restrictions

You agree not to and will not allow others to:

- Sell, sublicense, distribute, lease, or otherwise exploit the Application commercially.
- Modify, reverse-engineer, decompile, or disassemble the Application.
- Bypass or interfere with any security features of the Application.
- Use the Application to build a competing product or service.
- Post or transmit any content that infringes, violates, or misappropriates intellectual property or privacy rights.
- Remove or obscure any TUDDEH trademarks or copyright notices.

3. Ownership & Intellectual Property

All intellectual property rights in and to the Application—including code, content, design, branding, and trademarks—are owned or licensed by TUDDEH App. This Agreement does not grant you any ownership rights in the Application.

4. Modifications to the Application

TUDDEH reserves the right to change, suspend, or discontinue any part of the Application at any time, with or without notice. We are not liable to you or any third party for such changes.

5. Updates

TUDDEH may release updates, patches, or new versions of the Application ("Updates") to enhance functionality or fix bugs. You agree that:

- Updates are subject to the same terms as this Agreement.
- We are under no obligation to provide ongoing support or maintenance.
- Certain features may be changed or removed without notice.

6. Third-Party Services

The Application may integrate with or link to third-party services (e.g., payment gateways, map APIs, analytics tools). TUDDEH does not control these services and is not responsible for their content, availability, security, or performance. Use of third-party services is at your own risk and subject to their own terms and privacy policies.

7. Privacy Policy

Your use of the Application is also governed by the <u>TUDDEH Privacy Policy</u>, which outlines how we collect, store, and use your information. By accepting this Agreement, you consent to our data practices.

8. Term & Termination

This Agreement remains in effect until terminated by you or TUDDEH App.

We may suspend or terminate this Agreement at any time for any reason, including violation of its terms. Upon termination:

- You must stop using and uninstall the Application from all devices.
- All licenses granted under this Agreement will immediately end.
- Termination does not limit our legal rights or remedies.

9. Indemnification

You agree to defend, indemnify, and hold harmless TUDDEH App., its affiliates, employees, officers, and partners from any claims, losses, or liabilities arising from:

- Your use or misuse of the Application
- Your breach of this Agreement
- Your violation of any law or third-party rights

10. No Warranties

The Application is provided "AS IS" and "AS AVAILABLE." TUDDEH App. disclaims all warranties, express or implied, including but not limited to:

- Warranties of merchantability, fitness for a particular purpose, or non-infringement
- Warranties that the Application will be uninterrupted, secure, or error-free
- Warranties that the Application will meet your expectations or produce specific outcomes

11. Limitation of Liability

To the fullest extent permitted by law, TUDDEH Inc. shall not be liable for any:

- Indirect, incidental, or consequential damages
- Loss of profits, revenue, or data
- Downtime, errors, or performance issues

Our total liability under this Agreement will not exceed the amount you paid (if any) for the Application in the 6 months prior to the claim.

12. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder will remain in effect. Any unenforceable term will be replaced with a valid term that most closely reflects the original intent.

13. Waiver

Failure to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

14. Amendments

We reserve the right to modify or replace this Agreement at any time. We will notify users of significant changes by posting a notice in the Application or on our website. Continued use after changes take effect means you accept the new terms.

15. Governing Law

This Agreement shall be governed by the laws of the **Province of Alberta**, Canada. Any disputes shall be resolved in the courts of Alberta, without regard to conflict of law principles.

16. Entire Agreement

This Agreement, together with our Privacy Policy and any other relevant terms, constitutes the entire agreement between you and TUDDEH Inc. regarding use of the Application.

17. Contact Us

If you have any questions about this Agreement, please contact us at:

TUDDEH App.

Email: support@tuddeh.com Website: <u>www.tuddeh.com</u>