

Last Modified: May 1, 2024

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY.

Hello and welcome to the GoOllie Website Terms of Use ("Terms of Use") that applies to GoOllie.com, app.GoOllie.com, and any website where we display these terms (each a "Site"). GoOllie (or "we") operates each Site to provide online access to information about GoOllie and the products, services, and opportunities we offer.

Please note, use of the GoOllie Subscription Services (free or paid) is governed by our Customer Terms of Service, available at <http://www.GoOllie.com/legal>

By accessing and using a Site, you agree to these Terms of Use and to our Privacy Policy available at <http://www.GoOllie.com/privacy>

We reserve the right to modify these Terms of Use at any time without giving you prior notice. Your use of a Site following any such modification constitutes your agreement to follow and be bound by these Terms of Use, as modified. The last date these Terms of Use were revised is set forth above, so be sure to check back for updates.

Since our Terms of Use govern your use of a Site, please be sure to read the Terms of Use carefully, which includes the following sections:

1. Permitted Use of a Site
2. Prohibited Use of a Site
3. Copyrights and Trademarks
4. Information and Materials You Post or Provide
5. Links to Third-Party Web Sites
6. Downloading Files
7. Disclaimers; Limitations of Liability
8. Indemnification
9. Additional Terms
10. General Provisions

1. Permitted Use of a Site

You may use a Site, and the information, writings, images and/or other works that you see, hear or otherwise experience on a Site (singly or collectively, the "Content") solely for your commercial purposes and/or to learn about GoOllie and the products, services, and opportunities we offer solely in compliance with these Terms of Use.

2. Prohibited Use of a Site

By accessing a Site, you agree that you will not:

Use a Site in violation of these Terms of Use;

Copy, modify, create a derivative work from, reverse engineer or reverse assemble a Site, or otherwise attempt to discover any source code, or allow any third party to do so;

Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Content or Site in any way;

Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses a Site in a manner that sends more request messages to the servers hosting GoOllie's products, services, and Sites, in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;

Use a Site in any manner that damages, disables, overburdens, or impairs any GoOllie website or interferes with any other party's use and enjoyment of a Site;

Mirror or frame a Site or any part of it on any other web site or web page.

Attempt to gain unauthorized access to a Site;

Access a Site by any means other than through the interface that is provided by GoOllie for use in accessing a Site;

Use a Site for any purpose or in any manner that is unlawful or prohibited by this Agreement. Any unauthorized use of any Content or a Site may violate patent, copyright, trademark, and other laws.

3. Copyrights and Trademarks

Each Site is based upon proprietary GoOllie technology and includes the Content. Each Site is protected by applicable intellectual property and other laws, including trademark and copyright laws. Each Site, including all intellectual property rights in a Site, belongs to and is the property of GoOllie or its licensors (if any). GoOllie owns and retains all of its copyrights in the Content. Except as specifically permitted on a Site as to certain Content, the Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on the Content or a Site, in whole or in part, by any means. GoOllie, the GoOllie logos, and our other marks used by GoOllie from time to time are trademarks and the property of GoOllie. The appearance, layout, color scheme, and design of the GoOllie.com site are protected trade dress. You do not receive any right or license to use the foregoing. GoOllie may use and incorporate into a Site or the GoOllie Service any suggestions or other feedback you provide, without payment or condition.

4. Information and Materials You Post or Provide

You represent that you have all right, title, and interest to materials you post on a Site or provide to GoOllie ("Materials"), including but not limited to any consent, authorization, release, clearance or license from any third party (such as, but not limited to, any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input or submit the Materials. You also represent that posting such Materials does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, or otherwise constitute the breach of any agreement with

any other person or entity. You grant to us all rights, licenses and permissions necessary to display, reproduce, disseminate Materials provided through or disclosed by you.

You represent and warrant that you are who you say you are, that you have not submitted fictitious, false or inaccurate information about yourself, and that all information contained in the posted Materials is true and your own work or work you are authorized to submit. You also represent the posted Materials do not contain any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic material, or other material that would violate any other applicable law or regulation. You agree that you will not knowingly or with intent to defraud provide material and misleading information. You represent and warrant that the Materials you supply do not violate these Terms of Use.

5. Links to Third-Party Web Sites

Links on a Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site and be subject to the terms and privacy policies of those third parties. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by GoOllie of the third party, the third-party web site, or the information there. GoOllie is not responsible for the availability of any such web sites. HubGoOllieSpot is not responsible or liable for any such web sites or the content thereon.

6. Downloading Files

GoOllie cannot and does not guarantee or warrant that files available for downloading through a Site will be free of infection by software viruses or other harmful computer code, files or programs.

7. Disclaimers; Limitations of Liability

GoOllie and its service providers, licensors and suppliers make no representations about the suitability, reliability, availability, timeliness, security or accuracy of a site or the content for any purpose. To the maximum extent permitted by applicable law, all information, software, products, services, sites, and related content are provided "as is" without warranty or condition of any kind. GoOllie and its service providers, licensors and suppliers hereby disclaim all warranties and conditions of any kind with regard to a site and the content, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. No statement or information, whether oral or written, obtained from GoOllie in any means or fashion shall create any warranty not expressly and explicitly set forth in this agreement. The content may include inaccuracies or typographical errors.

To the maximum extent permitted by applicable law, in no event shall GoOllie and its service providers, licensors or suppliers be liable for any direct, indirect, punitive, incidental, special, consequential, exemplary or other type of damages, including without limitation damages for cover or loss of use, data, revenue or profits, arising out of or in any way connected with the use or performance of a site, with the delay or inability to use a site, or for any content, or otherwise arising out of the use of a site, whether based on contract, tort, negligence, strict liability, the failure of any limited remedy to achieve its essential purpose, or otherwise, even

if GoOllie or any of GoOllie's suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

If, notwithstanding the other terms of this agreement, GoOllie is determined to have any liability to you or any third party for any loss, harm or damage, you agree that the aggregate liability of GoOllie and its officers, directors, managers, employees, affiliates, agents, contractors, service providers, licensors or suppliers shall in all cases be limited to one hundred dollars.

8. Indemnification

You understand and agree that you are personally responsible for your behavior on a Site. You agree to indemnify, defend and hold harmless GoOllie, its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use a Site or the Content, or any violation by you of these Terms of Use.

9. Additional Terms

a. Profiles. Some Sites, including app.GoOllie.com, allow you to create and maintain a public profile.

If you choose to create a profile on a Site, you agree you will

- i) be at least 18 years of age or older;
- ii) provide true and accurate information, to the best of your knowledge, to the extent you choose to provide it;
- iii) comply with laws that apply to you.

We may limit features related to profiles, including the number of connections and user ability to contact other members. We may edit or remove your Materials (defined below) at any time at our sole discretion. We also reserve the right to restrict or suspend your account at our sole discretion. Either you or we may remove your profile at any time; refer to the community rules and/or code of conduct of a Site for additional information.

You may access, correct, or delete your personal information by contacting GoOllie.

b. Customer Terms of Service. If you are a customer of GoOllie, or an employee, representative or agent of a GoOllie customer, your use of the GoOllie Subscription Service is subject to the GoOllie Customer Terms of Service, available at <http://www.GoOllie.com/terms-of-service>.

c. You can find details about GoOllie and the European Union Digital Services Act of 2024 at <https://www.GoOllie.com/GDPR> which is not incorporated into this Agreement and provided for your information only.

10. General Provisions

a. Entire Agreement/No Waiver. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by GoOllie of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b. Correction of Errors and Inaccuracies. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. We do not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

c. Enforcement/ Choice of Law/ Choice of Forum.

This Agreement is subject to Danish law.

Any dispute or claim arising out of this Agreement shall be governed by and construed in accordance with Danish law without regard to its principles on choice of law, however the Danish Sale of Goods Act shall not apply.

Any dispute, controversy or claim arising out of or in connection with this Agreement, including any disputes regarding the existence, validity etc., shall be exclusively and finally settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

The proceedings shall be conducted in the English language. Evidence, including (oral or written) expert and witness statements, may be submitted in Danish (subject to translation into English) or English.

The place of arbitration shall be in Copenhagen, Denmark.

The court of arbitration shall be composed of three arbitrators. Each Party shall appoint one arbitrator and the Danish Institute of Arbitration shall appoint an arbitrator who shall be a Danish judge (as far as possible) and the chairman of the court of arbitration. If a Party has not appointed an arbitrator within 15 days of having requested or received notice of the arbitration, such arbitrator shall be appointed by the Danish Institute of Arbitration instead.

The arbitration proceedings and the arbitration award shall be confidential without limit of time.

Last Revised: May 1, 2024

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Claims of Copyright Infringement

DMCA Notices

GoOllie respects the intellectual property rights of others, and we ask our users to do the same. GoOllie may, in its sole discretion, suspend the access or terminate the accounts of users who violate others' intellectual property rights.

If you believe that your work has been copied in a way that constitutes infringement on GoOllie's website, please provide the following information to GoOllie Copyright Agent.

Contact GoOllie:

The GoOllie Copyright Agent for notice of claims of copyright infringement on or relating to this website ("Notifications") can be reached either by sending an e-mail to Go@GoOllie.com or by sending a letter via Mail to: GoOllie ApS., Agern Allé 5A, 2970 Hørsholm, Denmark

Submission of Notification:

To be effective, the Notification must include the following:

- 1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed ("Complaining Party");
- 2) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit GoOllie to locate the material;
- 4) Information reasonably sufficient to permit GoOllie to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- 5) A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6) A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Receipt of Notification:

Upon receipt of the written Notification containing the information as outlined in 1 through 6 above:

- a) GoOllie will remove or disable access to the material that is alleged to be infringing;

- b) GoOllie will forward the written notification to such alleged infringer (the "Alleged Infringer");
- c) GoOllie will take reasonable steps to promptly notify the Alleged Infringer that it has removed or disabled access to the material.

Counter Notification:

An Alleged Infringer may submit a Counter Notification to contest the claim of alleged infringement. To be effective, a Counter Notification must be a written communication provided to GoOllie's Copyright Agent that includes substantially the following:

- 1) A physical or electronic signature of the Alleged Infringer;
- 2) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- 3) A statement under penalty of perjury that the Alleged Infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- 4) The Alleged Infringer's name, address, and telephone number, and a statement that the Alleged Infringer consents to the jurisdiction of Danish Law.

Receipt of Counter Notification:

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above:

- a) GoOllie will promptly provide the Complaining Party with a copy of the Counter Notification;
- b) GoOllie will inform the Complaining Party that it will replace the removed material or cease disabling access to it within ten (10) business days;
- c) GoOllie will replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the Counter Notification, provided GoOllie's Copyright Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain Alleged Infringer from engaging in infringing activity relating to the material on GoOllie's network or system.