



IHUBApp Builder Terms

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IHUBApp Builder Terms

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PART 1 UNDERSTANDING THIS AGREEMENT IN PLAIN LANGUAGE

To help better serve you, this Builder Terms and Conditions is divided into two parts.

Part 1, highlights the additional rules and responsibilities that come with using our Builder Services.

[Part 2](#), details the legal terms governing this agreement.

This first part does not explain everything in detail, so it is important you carefully read the entire agreement.

1.1 UNDERSTANDING THIS AGREEMENT

These Builder Terms and Conditions ("Builder Terms") is between you (the "Builder") and us ("InspireHUB") and outlines the terms and conditions governing the use of our Builder Services. These Builder Terms are incorporated into the [IHUBApp Terms of Service](#) and the [IHUBApp Merchant Agreement](#).

It's important to note that this agreement does not override or alter any terms from the Terms of Service, the Builder Terms, or the IHUBApp Privacy Policy. However, in the event of any conflicts between those terms and this agreement, this agreement will take precedence, ensuring a seamless experience for you.

Certain terms used in this agreement have specific meanings that you can find under Section 1 entitled Definitions. The headings and subheadings in this agreement are provided for your convenience and do not affect the legal provisions. When we use phrases like "may," "have the right," "are permitted," "are authorized," or "are allowed" in this agreement, it means we have the flexibility to take action, but we are not obligated to do so. We value your trust, and we will make decisions based on what we believe is best for the community. In this agreement, the term "including" means "including, but not limited to." When this agreement states that you "will" take an action, it means that we appreciate your commitment to taking that action and that it is a requirement.

It's crucial that you thoroughly read this entire Builder Terms and Conditions, our [IHUBApp Terms of Service](#) and the [IHUBApp Merchant Agreement](#) as they play a significant role in what you build with IHUBApp. This agreement provides valuable information about payments, refunds, and restricted events, while the Terms of Service outline the procedures for resolving disputes in a fair and efficient manner. We encourage open communication and value your feedback.

PART 2 - BUILDER TERMS AND CONDITIONS

This Builder Terms and Conditions ("Builder Terms") is between you the ("Builder") and us ("InspireHUB") and outlines the terms and conditions governing the use of our Builder Services as you build solutions on IHUBApp ("Product"). These Builder Terms are incorporated into the [IHUBApp Terms of Service](#) ("Terms of Service"). Nothing in this Builder Terms and Conditions will be interpreted to limit, change or waive any of the [IHUBApp Terms of Service](#), the [Merchant Agreement](#), the [IHUBApp Privacy Notice](#), or any other InspireHUB policies.

By accessing, using, or purchasing any Builder Services, you acknowledge and agree to be bound by the Terms of Service, Merchant Agreement, Privacy Policy, and these Builder Terms. InspireHUB reserves the right to modify these Builder Terms at its discretion, in accordance with the Terms of Service.



In these Builder Terms, "you" or "your" collectively refer to users of our Builder Services. When the terms "InspireHUB," "we," "us," or "our" are mentioned, they pertain to InspireHUB, Inc., its Affiliates (as defined in the Terms of Service), subsidiaries, and all respective officers, directors, agents, partners, and employees.

If any capitalized terms are not defined within these Builder Terms, their meanings will be ascribed to them when initially defined in the Terms of Service, Merchant Agreement, or Privacy Policy. In the event of any conflict between any statement on the InspireHUB Site and these Builder Terms, these Builder Terms will prevail to the extent of the conflict.

This agreement is made up of two main sections. Please ensure you read these terms carefully.

1. DEFINITIONS.

Defined terms help to make the interpretation of our agreement easier to understand. This section helps to make sure that all understand exactly what is meant by the terms used throughout the agreement.

2. TERMS.

We are a Software as a Service (SaaS) company with features that allow you to sell into Consumers. This explains Builder Terms and Conditions and your additional responsibilities for building and engaging with features on IHUBApp.

1. DEFINITIONS

"Add-Ons" means any of the additional services and modules offered by IHUBApp including but not limited to text notifications, forms, and other integrations.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Builder Terms and Conditions between Merchant and InspireHUB Inc.

"Application" or **"IHUBApp"** or **"Product"** means the client's white-labeled individual IHUBApp that is built and hosted using the **"IHUBApp Platform"** which is InspireHUB's award-winning and patent-pending enterprise cloud-based messaging and notification software that uses PWA technology.

"Builder Services" is the collective term that refers to Ticketing Services, Fundraising Services, Paid Content Services, and Marketing Services available from InspireHUB and through the IHUBApp.

"Client" means the legal entity agreeing to this Agreement, being either an individual, company, organization or entity registering with InspireHUB to use the Application.

"Client Data" means all information that you submit or collect (including through Users and User activity) via the Subscription Service. Client Data does not include InspireHUB Content.

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information shall include all information concerning: (a) Disclosing Party's Clients and potential Clients, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii)



was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Client Data shall be Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"Consulting Services" means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

"Consumer Data" means data about Consumers (including any Consumer's personally identifiable information) that you input or submit to Builder Services directly or indirectly. This includes any data that we may pass through to Third Party Accounts to help facilitate payments.

"Content" means any content uploaded by Users through and to the Application.

"Channels" means any Channels created in the IHUBApp where Posts, Pages and Events are published.

"Customer Materials" means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

"Digital Experiences" means any digital solution that is web-enabled and built on the IHUBApp including but not limited to apps, websites, portals, hubs, internets, and extranets.

"Documentation" means the user guides, manuals, handbooks and other written or electronic materials furnished by InspireHUB in conjunction with the Technology.

"Fundraising Services" means using the IHUBApp Give functionality to collect payments and donations towards specific campaigns and allows the Merchant to receive payment.

"Hub" means any individual IHUBApp that is built using InspireHUB's proprietary technology platform.

"Hub Owner" means the person who has registered or been set as the Owner of the Hub.

"IHUBApp Platform" means the proprietary InspireHUB technology which InspireHUB has the right to license and enables our Clients the ability to build any digital experience using the tools and services available through the IHUBApp.

"InspireHUB Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services.

"Marketing Data" refers to statistical, analytical, or other data generated or produced by IHUBApp, utilizing Consumer Data and other internal and external data collected. It is important to note that Marketing Data does not include any personally identifiable information of Consumers. Examples of Marketing Data include aggregated organization of Consumer Data that represents a specific population, demographic information about your Consumers and other Organizers' Consumers, and reports providing a summary of usage patterns among different groups of Consumers.

"Marketing Services" means any additional services and products that are purchased by the Merchant including onboarding support, account management, and promotional services such as IHUBApp Ads.



“Modules” means the IHUBApp engagement modules that can be added to posts and pages to further engagement.

“Order” or “Order Form” or “Purchase Order” means the InspireHUB-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services. Most Orders are completed through our online payment process system (Chargify) or via in-app purchase. The Purchase Order may be referred to as a "Statement of Work" if you are purchasing only Consulting Services.

“Paid Content Services” means the ability to collect subscription payments to specific content channels through IHUBApp Content channels.

“Party” means each of InspireHUB and Client, and **“Parties”** means InspireHUB and Client collectively.

“Personal Data” means any information relating to an identified or identifiable individual where such information is contained within Client Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Law.

“Product” means all products offered by sale by InspireHUB or its verified agencies including any free offerings.

“Product and Services Catalog” or “Pricing Plans” or “IHUBApp Pricing” or “Pricing & Plans” means the InspireHUB-approved licensing and offerings by which you agree to subscribe to the Subscription services that is published at <https://www.inspirehub.com/pricing-plans-build-now>

“Registered User” or “Consumer” means a user of the Application (**“IHUBApp”**), who has obtained access to the Application through the Merchant, and who has entered into a separate End-User License Agreement (**“EULA”**) and is consuming and/or purchasing items from the Merchant.

“Subscription Fee” means the amount you pay for the Subscription Service.

“Subscription Service” means all of the IHUBApp Platform, tools and add-ons that you have subscribed to by an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via IHUBApp subdomain or another designated URL, and any ancillary products and services, including website hosting, that we provide to you.

“Subscription Term” means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any).

“Technology” (or **“IHUBApp Platform”**) means the InspireHUB award-winning enterprise cloud-based messaging and notification software that is hosted by InspireHUB on Microsoft Azure servers, which provides the Client with the ability to launch their own white-labeled IHUBApp that uses PWA Technology and allows the client to track Users’ of their individual IHUBApp usage of the Application, Content inputted by Users through the IHUBApp, and to set parameters for Content sharing and IHUBApp use, as described on InspireHUB’s website through which Client registered for the Technology, Application and Services. It also includes products designed and used by InspireHUB to service each Client and help them manage their individual IHUBApps.

“Third-Party Products” means products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-InspireHUB apps available from, for example, the following: our integrations



products page, partner directory, template marketplace, links made available through the Subscription Service and non-InspireHUB services listed on InspireHUB.com.

“Ticketing Services” means using the IHUBApp Events functionality to sell tickets, registrations, and other items that allows the Merchant to receive payment.

“Total Committed Subscription Value” means the aggregate amount of Subscription Fees paid or payable to us during your then-current Subscription Term(s) for all of your InspireHUB accounts, but this amount excludes fees for renewals, Consulting Services and applicable taxes.

“Users” means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

“InspireHUB”, “we”, “us” or “our” means the applicable contracting entity as specified in the ‘Contracting Entity and Applicable Law’ section.

“You”, “your” or “Client” means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the Client.

“Verified Agent” any person who identifies possible licensees for the licensor's property, represents the property in trade shows or other mediums, and presents the property and proposals to licensees while negotiating contract terms.

2. BUILDER SERVICES & ACCESS

This Builder Services include references to tools available in IHUBApp. Some of the items listed in this Agreement are only available through premium features that are only enabled when you sign up for certain Plans and agree to pay certain Subscription Fees. To access Builder Services, you must be the Hub Owner or have been granted appropriate permission access by the Owner. The Hub Owner is responsible for connecting certain Third Party Accounts (such as Stripe, Inc.) to enable specific features such as Ticket Sales and Fundraising. Please refer to our [IHUBApp Privacy Notice](#) and our [InspireHUB Privacy Notice](#) to understand how we collect, use and disclose information for users who engage with your Hub.

3. DATA AND DISCLOSURES

3.1 Consents & Ownership

3.1.1 Consents. You have the sole authority to decide what Data, including any personally identifiable information, is received and stored by IHUBApp through your utilization of the Builder Services. It is your responsibility to adhere to all relevant laws concerning your practices of collecting, using, and sharing information, including those pertaining to your use of the Builder Services. Furthermore, you agree to obtain any necessary consents from Consumers in accordance with applicable law.

3.1.2 Ownership. To provide you with personalized recommendations and for Hubs that leverage Paid Content Services which may include relevant ads offered on IHUBApp, InspireHUB needs to have access to Marketing Data (see definition above). It's important to note that we do not own your Consumer Data or any personally identifiable information. Your Consumer Data remains yours, and we only utilize it to generate insights and recommendations to enhance your experience with our Builder Services.



The Marketing Data we refer to here includes information that we generate based on various data sources, including your Consumer Data.

We exclusively own all rights, title, and interest in the Marketing Data, including any intellectual property rights associated with it. This means we have full control over how we use this data.

To sum up ownership: you own your Consumer Data and grant us access to use it in our Marketing Data which allows us to provide our Builder Services. If you do not grant us access, then our Builder Services will not work, so you cannot use our Builder Services.

3.2 Data

3.2.1 Consumer Data. To utilize the user targeting features of the Builders Services, such as the Custom User Profiles, Message Center, or Paid Content Services, you must provide us with access to your Consumer Data. This can be done either by directly delivering the Consumer Data to us or granting us access to the data through your Third Party Accounts. However, it is essential that you comply with applicable laws and the terms and conditions governing the use of your products and services.

To retrieve your Consumer Data from your Third Party Accounts, you will need to provide IHUBApp with the necessary security permissions, software interfaces to your business applications on those Third Party Accounts, and any other requested information. Please note that we assume no responsibility or liability for any Third Party Accounts (such as Stripe, Inc.) or any products or services (including Consumer Data) accessed from such Third Party Accounts on your behalf.

By utilizing our Builder Services, Consumers have the opportunity to access and engage with you. You will have the ability to interact with Consumers privately using Builder Services, as well as through external media channels such as email, social media, mobile devices, and other methods if Consumers have interacted on your Hub or have subscribed or followed you via Third Party Accounts or through engaging with Your Content. It is important to note that we are not responsible for and assume no liability regarding private communication and the sharing of information between you and any Consumer, including communication through external media channels separate from our platform and any Marketing Services provided.

3.2.2 Marketing Data. Refers to statistical, analytical, or other data generated or produced by IHUBApp, utilizing Consumer Data and other internal and external data collected. It is important to note that Marketing Data does not include any personally identifiable information of Consumers. Examples of Marketing Data include aggregated organization of Consumer Data that represents a specific population, demographic information about your Consumers and other Organizers' Consumers, and reports providing a summary of usage patterns among different groups of Consumers.

This Marketing Data is what is used to ensure the content displayed for those Hubs that are leveraging Paid Content Services on IHUBApp. This helps to create a more personalized and engaging experience for both Consumers and Organizers using the IHUBApp platform. This is automatically enabled on all FREE Hubs. This is enabled or disabled based on the premium features selected.

4. MESSAGE CENTER

4.1 Direct Messaging and Emails

Through the use of Builder Services, you may have the ability to send marketing messages, materials, and assets (collectively "Marketing Campaigns") via the Message Center available through IHUBApp.



Users must be registered for your Hub in order to access the Message Center. When you send a Message to a Channel (such as the Home Channel), it will automatically notify all Registered Users who are members of that Channel in your Hub, but it also sends an email to the email account they registered. Depending on your enabled premium features, this may also send an SMS (collectively referred to as “Message Services”).

4.2 Building a Marketing Campaign

- a. To generate a Marketing Campaign, you will need to create a Message in the Message Center with the relevant information including the link to the event and other items of interest to your audience. You can either send the message to an individual, or to a channel.
- b. Once your Message is sent, you do not have the ability to edit the message. If you want this option, we recommend building a Post and sending the link to the post via Message Center. This way, if you must change your Marketing Campaign you can do so on the Post.
- c. InspireHUB offers no guarantees that your Marketing Campaign will be delivered to your target audience.

4.3 Message Center Rules

By using the IHUBApp Message Center, you agree to the following:

- a. You possess the right and authority to send messages to the email addresses, telephone numbers, and other contact methods listed in your recipient list. Furthermore, you guarantee that the collection of such addresses and information adheres to applicable laws, including regulations concerning email, text, and other marketing practices in the recipient's country of residence.
- b. Your emails, texts, and other messages do not infringe upon any privacy policy under which the recipient addresses or other information were obtained.
- c. You will comply with all relevant local, state, provincial, national, and other laws, rules, and regulations, including those pertaining to unsolicited messages and spam. This includes adherence to regulations such as the U.S. CAN-SPAM Act, the Telephone Consumer Protection Act, the Canadian CASL, and the EU GDPR and e-privacy directive.
- d. Your use of the Message Center and the content of your emails, texts, and other messages will conform to these Builder Terms.
- e. You will refrain from using false or misleading headers or deceptive subject lines in any messages sent through the Message Center.
- f. IHUBApp automatically adds an unconditional unsubscribe link to every email sent to you. recipients. You will in no way try to remove the link.
- g. Your users have the ability to leverage the Message Center based on the permissions and access that you provide to them as the Owner of the Hub. You are responsible for any activity that happens through your Message Center and Hub. You agree to take on the liability and responsibility of enabling your community to leverage the Message Center Service and will in



now way hold InspireHUB responsible for messages sent through your Hub.

4.4 Consumer Data for Your Marketing Campaigns

IHUBApp will only send emails to those users who have successfully registered on your Hub. When a User successfully registers for your Hub, they agree to receive notifications from you through the [End User License Agreement](#) (the “EULA”) that is a part of your sign-up process. You have the option to change the EULA. InspireHUB is no way responsible for your failure to properly assess the EULA for your business purposes.

Through IHUBApp, your Registered Users have the ability to mute certain notifications through their User Notification Center. This means, that a User may choose to mute or even unsubscribe from the various notifications available within IHUBApp.

Any Marketing Campaign that you create and send through the Message Center complies with the notification preferences that have been set by your Registered Users. It is imperative that you refrain from identifying or attempting to contact any audience for such campaigns unless you have obtained their explicit agreement and consent.

Furthermore, you are required to utilize personal information of Consumers strictly in accordance with applicable laws. Your interactions should be limited to those Consumers who have willingly agreed and consented to engage with you.

4.5 Unsubscribe Requests and Complaints

InspireHUB may limit, suspend, or terminate your access to the Message Center if your use of the Message Center results in a high-rate of Unsubscribes or Complaints that are in excess of industry standards, or if the use of our Builder Services and Notification Features is causing a disruption to the IHUBApp Platform in anyway.

5. CHANNELS

5.1 Channels, Posts and Events

You have the ability to create three different types of access channels in your Hub (Public, Request to Join, and Private) and to add Registered Users to each. You have the ability to determine the Registered Users ability to publish, moderate and contribute content. When content is generated via a Post or an Event into your Channel, all the members of that Channel will receive notifications based on their preferences. Additionally, Posts are automatically included in Automated Newsletters to Channel Members.

In addition to the rules set out in the Merchant Agreement you also agree to the following:

- a. You are solely responsible for all content posted within the channels they create. InspireHUB shall not be held liable for any content posted by the Owner or other members within these channels.
- b. You agree to take full responsibility for all activities occurring within your Channels, including any Posts, interactions, or actions taken by themselves or other members.

- c. The Channels provided by InspireHUB shall not be used for any illegal purposes. You agree to comply with all applicable laws and regulations while using the platform.
- d. You will respect the wishes of users who choose to unsubscribe from anyChannel within your Hub. When a User leaves a Channel , they can choose to rejoin. In the case of a Private Channel, you will not add them back without their express written consent.

6. PREMIUM PRICING AND PLANS

6.1 Plans

InspireHUB may provide Builder Services through different packages and plans, including Subscriptions and Add-on Modules, (referred to collectively as "Plans"). We reserve the right to modify, replace, or discontinue any Plan, either in part or in full, at our discretion. If any changes are made, we will inform you to the extent mandated by applicable laws. In the event that you exceed the prescribed restrictions or limitations outlined in our Plans, we may require you to upgrade and/or pay additional IHUBApp Fees in order to maintain access.

6.2 Subscriptions.

- a. To access certain features of Builder Services (referred to as the "Subscription Services"), you may need to purchase an annual or monthly subscription ("Subscription" or "Premium Plan"). If you choose to purchase a Subscription, you will be charged an annual or monthly fee ("Subscription Fee") at the start of your Subscription and subsequently on each anniversary or month, respectively, in advance of the billing period, based on the current rate. The Subscription Fees can be found at <https://www.inspirehub.com/pricing-plans-build-now>
- b. For annual Subscriptions, we (or our third-party payment processor) will automatically charge your provided Payment Information on the anniversary of your Subscription commencement. In the case of monthly Subscriptions, we (or our third-party payment processor) will automatically charge you on the corresponding calendar day of your Subscription's start. If your Subscription began on a day not present in a given month, your payment method will be charged on a different day in that month or on another suitable day determined by us. For instance, if your Subscription began on January 31st, your subsequent payment date is likely to be February 28th, and your payment method will be billed accordingly. We reserve the right to deduct Subscription Fees from any appropriate Service Fees. In such cases, you are still responsible for paying any additional charges billed to you in relation to your Subscription(s).
- c. Your Subscription entails recurring payments, and you are responsible for fulfilling all recurring payment obligations until you cancel your Subscription or until we terminate your access to the Builder Services or the Subscription in accordance with these Builder Terms or the Terms of Service. Periodically, we may authorize your payment method in anticipation of applicable fees or associated charges.
- d. We may offer a paid Subscription or other Builder Services on a free trial basis ("Free Trial") for a specified duration on our Paid Plans. If you receive a Free Trial offer, the specific terms will be provided during signup or in the promotional materials. Your use of the Free Trial is subject to compliance with those specific terms. Free Trials cannot be combined with other offers and are typically available only to users who have not previously accessed the Subscription or other



Builder Services.

When you agree to a Free Trial for a Subscription, you are also agreeing to enroll in a paid Subscription as described above. Therefore, unless you cancel your Subscription before the Free Trial ends, we (or our third-party payment processor) will begin charging your payment method on a recurring basis for the Subscription Fee (plus applicable taxes and charges) until you cancel your Subscription. Instructions for canceling your Subscription can be found in the "Canceling Subscriptions" section below. We reserve the right to modify or terminate Free Trials at any time, without prior notice and at our sole discretion.

6.3 Canceling Subscriptions

You have the option to cancel your Subscription at any time. However, please be aware that all sales are final, and unless otherwise required by law, you will not receive a refund for any portion of the Subscription Fee paid for the current Subscription period at the time of cancellation.

To initiate the cancellation process, you can choose one of the following methods:

- (i) Initiate the cancellation through your IHUBApp account settings.
- (ii) Contact our support team via our [Support Center](#) and follow the instructions provided in response to your cancellation request, if any.

Please note that you will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the current Subscription period. To avoid being charged for the renewal of your Subscription, you must comply with the notice of cancellation that is outlined in the Terms of Service.

If you proceed with the cancellation, you will continue to have access to the Subscription Services until the end of the latest Subscription period for which you have fully paid. After that, your access to the Subscription Services will be terminated. It's important to remember that canceling your Subscription does not automatically cancel your IHUBApp account. For information on deleting your IHUBApp account, please refer to the Terms of Service.

6.4 Payment Information

When you make a purchase of Builder Services (referred to as a "Transaction"), we may request additional information pertinent to the Transaction. This includes details such as your credit card number, credit card expiration date, and billing address (collectively known as "Payment Information"). By providing such information, you confirm that you possess the legal right to use the payment method(s) associated with the provided Payment Information.

Upon initiating a Transaction, you grant us authorization to share your Payment Information with third parties as necessary to fulfill the Transaction and process the payment using the selected payment method. It may be necessary to provide supplementary information to verify your identity before finalizing the Transaction, and this information is considered part of the Payment Information.

It is your sole responsibility to provide accurate and complete Payment Information and ensure that it remains up-to-date at all times.



6.5 Invoices

All invoices are distributed to you through our Third Party Partner Stripe upon successful payment when completed through IHUBApp. If we enter into an agreement that involves a payment method that is via Check, we will issue you an invoice through another method. A failure on our part to provide you with an invoice will not delay or relieve you of your payment obligations for use of our platform and services.

6.6 Refunds

- a. Unless otherwise mandated by law, IHUBApp Fees associated with our Builder Services, Paid Plans, Add-on Modules, and Subscriptions are non-refundable. This applies regardless of the cancellation, postponement, or execution of any Fundraising, Events or Sales executed using IHUBApp, and regardless of any removal, rejection, limitation, suspension, or termination of your access to the Builder Services as per these Builder Terms, the Merchant Agreement, or the Terms of Service. Refunds will not be issued in connection with downgrades or other changes to your Package, except where required by law.
- b. Citizens of the European Union and United Kingdom may be eligible for a refund for specific Subscription Services or Paid Plans within 14 days of initially gaining access to such services, including any Free Trial period. It's important to note that the 14-day period includes any duration of any Free Trials offered for Paid Plans. For instance, if you participated in a Free Trial lasting 14 days or longer, no refund would be available under this Section since the 14-day period begins on the first day of the Free Trial.
- c. In the event that you are deemed eligible for a refund for certain Subscription Services or Paid Plans, we may request you to unpublish Your Fundraising Page, Events or Other Retail Sales for which you utilized our Builder Services and refund the corresponding Consumers before granting you a refund. Any refunds provided by us may be prorated to account for your prior use of the Builder Services.

6.7 Non-payment

In the event of non-payment, including situations where your credit card is declined or you fail to provide accurate and up-to-date Payment Information, InspireHUB reserves the right to limit, suspend, or terminate your access to the Builder Services. This right is exercised in addition to our other rights and remedies outlined in these Builder Terms, the Terms of Service, the Merchant Agreement (including the right to deduct or set off payouts related to any transactions completed through IHUBApp), and other relevant policies and agreements established by InspireHUB.

7. PROMOTIONS & CONTESTS

7.1 Official Rules

If you are utilizing the Marketing Services to organize a Promotion, such as a sweepstakes, contest, game of skill or chance, marketing campaign, promotional offering, or any other similar activity, you are solely responsible for the execution of the Promotion and any associated liabilities that may arise. In connection with your Promotions, you agree to:



- a. Provide contestants and participants with the official rules of the Promotion ("Official Rules") and strictly adhere to these Official Rules during the course of the Promotion.
- b. Abide by all relevant rules, regulations, and laws governing Promotions, including those related to the CAN SPAM Act and regulations pertaining to sweepstakes, contests, and other skill and chance-based games.

7.2 Recommendations

Any suggested official rules provided to you by InspireHUB via our Training or Support Center are offered on an "as is" basis, solely for illustrative purposes. Therefore, if you choose to organize a Promotion using any suggested official rules received from InspireHUB, you do so at your own risk. InspireHUB assumes no responsibility for any liabilities arising from such Promotions or your utilization of the suggested official rules. It is your responsibility to ensure that your Promotion and its Official Rules fully comply with all applicable rules, regulations, and laws. *We strongly recommend that you seek legal counsel to review the Official Rules before initiating any Promotion.*

8. DISCLAIMERS, WARRANTIES, & INDEMNIFICATION

8.1 Warranties

Builder Services ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES. We explicitly disclaim all warranties, including but not limited to merchantability, fitness for a particular purpose, quiet enjoyment, non-infringement, and warranties arising from the course of dealing or usage of trade. We do not warrant that the Builder Services or the results of using the Builder Services will meet your requirements or be available uninterrupted, secure, or error-free. We make no warranty regarding the usefulness or effectiveness of the Builder Services for marketing and promoting you, any other person, or Your IHUBApp Events, Fundraising Campaigns, or other Sales. We do not warrant the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any content. We are not responsible for and disclaim all liability arising from the acts or omissions of any third parties that we engage to provide the Builder Services or that you choose to contract with while using the Builder Services.

8.2 Disclaimer

Some jurisdictions may not allow the exclusion of certain warranties or conditions, or the limitation of liability for loss or damage caused by willful acts, negligence, breach of contract or implied terms, or incidental or consequential damages. If such laws apply to you, only the lawful liability limitations and other restrictions will apply, and our liability will be limited to the maximum extent permitted by law.

8.3 Indemnification

In addition to any other indemnification obligations you may have (including those in the Terms of Service), you agree to defend, indemnify, and hold harmless the InspireHUB Released Parties from any and all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses (including reasonable attorneys' and accounting fees) arising from any Claim related to or resulting from:

- a. Your violation of these Builder Terms or unauthorized use of the Builder Services.



- b. Your unlawful use of the Builder Services, including non-compliance with laws regarding unsolicited messages and spam, whether through email, text, or any other means.
- c. Your Featured Content or the display of your Featured Content in the Content Channels.
- d. The Offerings featured in the Featured Content, including any warranty, liability, misrepresentation, or false advertising associated with them.
- e. Instances where an Offering materially deviates from its description, causing personal injury, property damage, or other damages or losses.
- f. Your Promotions.
- g. Your use of any Third Party Content.
- h. Our access or use of any Consumer Data from your Third Party Accounts.

By agreeing to these Builder Terms, you acknowledge and accept your responsibility to defend, indemnify, and hold harmless the InspireHUB Released Parties for the aforementioned matters.

8.4 Limitation of Liability

InspireHUB will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the InspireHUB has been advised of the possibility of any such damage. More specifically, InspireHUB shall not be liable to Client for any lost profits, lost revenues or opportunities, downtime, or any consequential damages or costs, resulting from any claim or cause of action based on breach of warranty, breach of contract, negligence, or any other legal theory, even if InspireHUB knew or should have known of the possibility thereof. In no event shall InspireHUB's aggregate liability exceed the amounts actually paid by Client in the 12 month period immediately preceding the event giving rise to the claim. InspireHUB assumes no liability on any free subscriptions in which a Client engages.

Client shall not be responsible for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to actions of InspireHUB in North America, (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Client has been advised of the possibility of any such damage.

9.0 General Terms

9.1 Amendment; No Waiver

We may update and change any part or all of these Builder Terms, including the fees and charges associated with the use of the Subscription Service (see 'Fees and Payments.') If there is an update or change regarding the Builder Terms, the updated Builder Terms will be posted on the InspireHUB website. The updated Builder Terms will become effective and binding on the next business day after it is posted. When we change these Builder Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version. It is your responsibility to regularly check our website for the Updated Terms. We encourage you to review these Builder Terms of Service periodically.

9.2 Force Majeure

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Reasonable efforts to mitigate the effect of a force majeure event will be the responsibility of each party.

9.3 Actions Permitted

Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

9.4 Relationship of the Parties

You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

9.5 Dispute Resolution

- a. **Mutual Reasonable Efforts:** The Parties will use reasonable commercial efforts to promptly and in a diligent manner resolve any dispute, whether arising during the term of this Agreement or at any time following thereof, arising in relation to this Agreement by negotiation between the parties within a reasonable period of time.
- b. **Ongoing Obligations:** Both parties will continue the performance of their respective obligations, including, without any limitation, all payment obligations, during the resolution of any dispute or disagreement, including during any period of arbitration, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.
- c. **Arbitration:** If, despite the use of reasonable commercial efforts to resolve the dispute by negotiation, a dispute remains unresolved for ninety (90) days, InspireHUB may, in its sole discretion and without prejudice to its right to assert simultaneously or subsequently any Claim, or seek any relief, in any other forum, refer the dispute for final resolution or determination by arbitration administered under the rules of the country with which this agreement is based in.

9.6 Compliance with Laws

We will comply with all U.S. state and federal laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Client Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws. You must comply with all applicable laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury in your use and receipt of the Subscription Service and Consulting Services. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

9.7 Severability

If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

9.8 Notices

Notice will be sent to the contact address set forth herein, and will be deemed delivered as of the date of actual receipt.

To InspireHUB, Inc., InspireHUB Canada Holdings Inc , InspireHUB Australia Pty Ltd.: InspireHUB, Inc., 3850 Dougall Ave, PO Box 31085, Windsor, ON N9G 2Y2 Attention: General Counsel.

To you: your address as provided in our InspireHUB Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

9.10 Entire Agreement

Except as otherwise stated herein, these Builder Terms, in conjunction with the Merchant Agreement, Terms of Service, and Privacy Policy, constitute the complete and exclusive understanding and agreement between InspireHUB and you concerning the Builder Services. They supersede and replace all previous oral or written proposals, discussions, communications, understandings, or agreements between InspireHUB and you regarding the subject matter outlined in these Builder Terms, excluding any written agreement for Builder Services between you and an authorized officer of InspireHUB.

9.11 Assignment

You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, provided such successor is not a competitor of ours. We may assign this Agreement to any InspireHUB affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

9.12 No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.13 Contract for Services

This Agreement is a contract for the provision of services and not a contract for the sale of goods . The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

9.14 Authority

Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. Client



further warrants and represents that it has the authority to procure its Affiliates compliance with the terms of this Agreement.

9.15 Survival

The following sections shall survive the expiration or termination of this Agreement: 'Definitions', 'Fees and Payments', 'Prohibited and Unauthorized Use', 'Early Cancellation', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Effect of Termination or Expiration', 'Retrieval of Client Data', 'InspireHUB's Proprietary Rights', 'Client's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'. Additionally, the 'Alpha/Beta Services' section of the Product Disclosures page shall survive expiration or termination of this Agreement.

9.16 Amendments

No amendment to this agreement will be effective unless it is in writing and signed by both parties.

9.17 Effectiveness; Date

This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

AGREED AND ACCEPTED: The Parties, do hereby give effect to the terms, conditions and obligations of this Agreement, including any related Appendices, to be executed as of the date set forth above.