

# End User License Agreement

## Circle Device & Software



Welcome to Circle! At Circle, we take our mission to enable a safe and family-friendly Internet seriously. If you have any questions or issues with your new Circle Device or the Circle Services, please visit <https://support.meetcircle.com> for answers to common questions, installation walkthroughs, and other helpful resources.

This End User License Agreement (“EULA”) describes the terms on which Circle Media Labs Inc. (“Circle”) licenses the use of the Circle Device, the Circle Content, the Circle Services, the, and the APIs. Your rights to use the Circle Device, Circle Content, Circle Services, the Software, and the APIs are governed by this EULA and the Privacy Policy. In addition, access to the Circle website is governed by Circle’s Terms of Use and Privacy Policy, both of which are available on the Circle website at <https://meetcircle.com/legal>.

ANY USE, INSTALLATION, DOWNLOAD, OR INTEGRATION OF THE CIRCLE DEVICE, THE CIRCLE CONTENT, THE CIRCLE SERVICES, THE SOFTWARE, OR THE API CONSTITUTES YOUR ACCEPTANCE OF THIS EULA. THE SOFTWARE, API, AND THE CIRCLE CONTENT IS NEVER SOLD. THE SOFTWARE, API, AND CIRCLE CONTENT MAY BE LICENSED ONLY PURSUANT TO THE TERMS AND CONDITIONS OF THIS EULA.

### 1. DEFINITIONS.

**1.1.** “API” or “APIs” mean the Application Protocol Interface(s) installed on any Circle Device, user device, or within any form of Circle Software, in its current or in its future form, that allows the Circle Device, other connected devices, or Circle servers to communicate with, post information to, and display information from one another.

**1.2.** “Circle Account” shall mean a unique collection of data containing the Licensee’s account details—such as name, email, and phone number, passwords, configurations, histories, and other unique data utilized by any instance of the Software, including, without limitation to access and use the Circle Services and Circle Content, and to use the API and Software.

**1.3.** “Circle Apps” means the applications that allow you to configure your Circle Device, create user profiles, monitor network activity, interact with the Circle Device, utilize the Circle Services and access and download the Circle Content, and otherwise interact with the API, and includes, without limitation, Circle Go and My Circle, and future Circle products.

**1.4.** “Circle Content” means the contents of the Circle Services, including, without limitation, designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, Usage Data (as defined below) and any other Circle content.

**1.5.** “Circle Device” means the internet gateway product(s) sold by Circle, its affiliates or business partners, or their successors, with which the Software was designed to be used or which integrates the Software (including without limitation Circle firmware), including those products developed in the future, and products developed by third-party manufacturers that incorporate Circle’s technology and Software. For purposes of this EULA, “Circle Device” shall have the same meaning in singular as in plural.



**1.6.** “Circle Go” means the installable application, in its current or in its future form, that enables content filtering on internet-enabled portable devices such as mobile phones or tablets, with which the Software was designed to be used, including any such product developed in the future for this purpose.

**1.7.** “Circle Marks” means the trademarks, service marks, trade names, logos, and other marks associated with Circle, including, without limitation, Circle, the Circle logo, and other Circle logos and product and service names.

**1.8.** “Circle Services” means the features and functionality provided by Circle that is accessible by users through a browser interface, via a downloadable application (including a Circle App), or through an API that provides individuals and families with a means of controlling the internet activity of family members, visitors, and others within their home network, and of Managed Users within or without their home network, and/or downloading content to Managed Users devices or computers.

**1.9.** “Feedback” means feedback, comments, ideas and suggestions for improvements, enhancements and modifications to the Software and the Circle Services.

**1.10.** “Licensee” means You or, if You are accepting on behalf of an entity, then the entity and any affiliates exercising rights under, and complying with all of the terms of, this EULA.

**1.11.** “Licensee Content” means content created, uploaded, or posted by Licensee, including, without limitation, designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and any other Licensee content.

**1.12.** “Managed User” means a family member, minor dependent, or other person who does not have administrative access or control of the Circle Account, and that allows his/her device(s) to be managed through the Software.

**1.13.** “MyCircle” means an installable application that provides access to Circle Go features.

**1.14.** “Other Authorized User” means your family and visitors who access your network with permission.

**1.15.** “Software” shall mean the software through which the Circle Services are delivered including, software installed on a Circle Device in its current or in its future form made available by Circle to Licensee in binary code form or as a standalone service under this EULA; any services or administration interfaces, including without limitation a Circle App, and the Circle Go and the MyCircle applications, which enable Licensee to interact with the API from an application dashboard, whether web-based or reduced to an application on a mobile device; and any application, software, firmware, or binary code, in its current or in its future form, designed to interact with the Circle Device, such a service or administration interface, or the API.

**1.16.** “Submissions” means user behavior data which may include, but is not limited to: user profile information; search strings and other content created and accessed using the Circle Services; information about the type of device accessing the Circle Services; user feedback,

recommendations, feature requests, bug reports, and other communications.

**1.17.** “Updates” means updates, upgrades, bug fixes, patches and other error corrections, modifications, deletions, and/or new features, functionality, tools or content.

**1.18.** “Usage Data” means use statistics and information gathered via platform interfaces such as Circle, Circle Go, and MyCircle or any other Circle App; API calls and processes; Submissions; and any and all other sources of user information.

**1.19.** “User Content” means material posted by other users or third-party service providers.

## **2. SCOPE OF SERVICES; ELIGIBILITY; SETTING UP ACCOUNT; SUSPENSION/ CANCELLATION; USER CONDUCT GUIDELINES; MISCONDUCT/INVESTIGATIONS; CONTACTS**

**2.1. Scope of Services.** The Circle Services allow (i) users to create, administer, configure, and manage their Circle Account, whether for use with the physical Circle Device or some other software-only instance of Circle products, including the Circle Apps, including, without limitation, the Circle Go application for mobile devices and the MyCircle application, (ii) family members to communicate screen-time limits and expectations as configured in the Circle Account, interact with content from Circle’s partners, and communicate and share status updates, photos, and other information, (iii) individuals and families to control the internet activity of family members, visitors, and others within their home network; and (iv) inbound or outbound communications and control over relevant aspects of Circle Account management.

**2.2. Eligibility to Use Circle Services.** The Circle Services are designed to be administered by adults on behalf of a family or community. Parents and legal guardians of minor children, please be advised that we do not recommend that children under the age of 18 be given administrative access to the Circle Services, with or without supervision. Child or dependent accounts (as established by administrators) are not given administrative access unless an administrator specifically grants such permissions to a specific user account. Each Licensee and/or user that signs on as an administrator, represents and affirms that such Licensee and/or user is the age of 18 or older, or that a person who is their parent or guardian gave them permission, in writing, that they can act as an administrator. Each Licensee and/or user that has a child or ward under the age of 18 acting as an administrator, represents and affirms that such Licensee or user appointed such child or ward as an administrator and agreed in writing that such child or ward could act as an administrator for such Licensee or user on behalf of the family or community.

### **2.3. Setting Up an Account and Using the Circle Services.**

**2.3.1 Setting Up an Account.** When Licensee creates an account, Licensee will be asked to create a username and password, which Licensee will be solely responsible for safeguarding. Licensee is encouraged to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with the Circle Account. Licensee is also responsible for keeping Licensee’s contact information accurate and up to date. Licensee is solely responsible for any activity or actions on or through Licensee’s Circle Account, resulting from the use of Licensee’s log-in credentials on the Circle Services, whether or not Licensee has authorized such



activities or actions. Licensee represents and warrants that the information Licensee provided and provides to Circle upon registration of the Circle Device, creation of an account via the Circle Go Software, and at all other times will be true, accurate, current, and complete and Licensee agrees to update such information as necessary to ensure that it remains complete, accurate and up-to-date.

**2.3.2 Notification of Breach.** Licensee agrees to notify Circle immediately of any breach in secrecy of Licensee's log-in information and of any unauthorized use of Licensee's Circle Account. If Licensee has any reason to believe that Licensee's Circle Account information has been compromised or that Licensee's Circle Account has been accessed by a third party, Licensee agrees to immediately notify Circle by e-mail to [help@meetcircle.com](mailto:help@meetcircle.com). Circle cannot and will not be liable for any loss or damage arising from Licensee's failure to comply with the above requirements, and Licensee will be solely responsible for the losses incurred by Circle and others due to any unauthorized use of Licensee's Circle Account.

**2.4. Account Suspension and Cancellation.** Licensee may cancel its Circle Account at any time. If Circle has suspended Licensee's Circle Account due to Licensee's actual or suspected breach of this EULA, such suspension will continue until the suspected breach is cured or otherwise resolved to Circle's reasonable satisfaction. Circle may, in its discretion, without liability to Licensee and without limiting Circle's other remedies, with or without prior notice and at any time, decide to (i) limit, suspend, deactivate or cancel Licensee's Circle Account and take technical and legal steps to prevent Licensee from using the Circle Services at any time for any reason. If Licensee's Circle Account is deactivated or cancelled, Circle will have the right, but not the obligation to delete Licensee's information.

**2.5. User Conduct Guidelines.** Any time Licensee accesses or uses the Circle Services, Licensee is required to comply with Circle's user conduct guidelines, as follows:

**2.5.1** Licensee agrees that Licensee will access and use the Services and Circle Device for Licensee's personal, family, or community use only, and not for any business use.

**2.5.2** Licensee is not authorized to access or use the Services or the Circle Device:

1. to impersonate any person or entity, or falsify or otherwise misrepresent Licensee's identity, credentials, affiliations or intentions;
2. to collect, store, or use any information from or about another user other than a Managed User, other than to provide aid to such user, to enable features of the Circle Services such as monitoring internet use, or as otherwise authorized and intended by such user;
3. to "stalk" or harass any other user;
4. to distribute unsolicited commercial or bulk electronic communications (or, "spam"), chain letters or "pyramid" schemes;
5. for political campaigning, recruiting votes or soliciting donations or other support for

legislative or other initiatives;

6. to systematically retrieve information or content to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
7. if Licensee is not able to form legally binding contracts (for example, if Licensee is under 18, and does not have the consent of Licensee's parent or guardian);
8. if Licensee is a person barred from receiving services under the laws of the United States or other applicable jurisdiction; or
9. for any other purposes that are not expressly permitted by this EULA.

#### 2.5.3 Further, Licensee may not:

1. access, copy, distribute, share, publish, use or store any Circle Content, including any information from or about any other user, for purposes that are inconsistent with Circle's Privacy Policy, or otherwise violate the privacy rights or any other rights of other users or any other third party, including by disclosing, selling, renting, distributing or exposing any Circle Content to a third party, using it for marketing purposes, or otherwise using it for any purposes unrelated to the Circle Services;
2. access, copy, distribute, share, publish, use or store, or prepare derivative works from any Circle Content that belongs to Circle, another user or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of the person or entity holding the rights to license such use;
3. circumvent Circle's systems, policies, determinations as to Licensee's Circle Account status, including by attempting to access or use the Circle Services if Licensee's Circle Account has been suspended or cancelled or Licensee has otherwise been temporarily or permanently prohibited or blocked from using the Circle Services;
4. access, search, collect information from, or otherwise interact with the Circle Services by "scraping," "crawling" or "spidering" the Circle Services, by the use of any software, device, script or robot, or by any other means (automated or otherwise) other than through the currently available, published interfaces that are provided by Circle, unless Licensee has been specifically authorized to do so in a separate agreement with Circle;
5. use, display, mirror or frame the Circle Services, or any feature, functionality, tool or content of the Circle Services, Circle's name, any Circle trademark, logo or other proprietary information, without Circle's express written consent;
6. interfere with, disrupt, damage or compromise the Circle Services or Circle's systems or the access of any user, host or network in any way, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods

or technology or by overloading, flooding, spamming, mail-bombing the Circle Services or otherwise imposing an unreasonable or disproportionately large load on the Circle Services;

7. access, tamper with or use non-public areas of any of the Circle Services, Circle's computer systems, or the technical delivery systems of Circle's providers;

8. probe, scan, or test the vulnerability of any system or network of Circle or its providers, or breach or circumvent any security or authentication measures of such system or network;

9. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Circle or any of Circle's providers or any other third party to protect the Circle Services or any Circle Device;

10. forge any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Circle Services to send altered, deceptive or false source-identifying information;

11. attempt to decipher, decompile, disassemble or reverse engineer any of the Software or any of the code or software used to provide the Circle Services;

12. export or re-export the Circle Services, except as specifically allowed in writing by Circle and only in compliance with the export control laws and regulations of any relevant jurisdictions;

13. otherwise abuse the Circle Services or breach the Terms; or

14. attempt to do any of the foregoing, or advocate, encourage or assist any third party in doing any of the foregoing.

## **2.6. Misconduct; Investigations.**

**2.6.1 No Obligation to Investigate.** Circle reserves the right, but assumes no obligation, to investigate and take appropriate action in response to reports of misconduct. Regardless of its action or inaction, in no event will Circle be liable for the acts or omissions of any user or any third party.

**2.6.2 Right to Monitor Access.** Without limiting the foregoing, you acknowledge that Circle has the right, but not the obligation, at any time and without prior notice, to monitor access to or use of the Circle Services by any user if Circle believes in good faith that it is reasonably necessary (i) to comply with any law or regulation or satisfy any legal process or governmental request (for example, a subpoena, warrant, order or other requirement of a court, administrative agency or other governmental body), (ii) to respond to claims asserted against Circle, (iii) to enforce and to ensure a user's compliance with this EULA, including the investigation of potential violations, (iv) to conduct risk assessments, and prevent, detect and investigate incidents of fraud, security and technical issues, (v) to protect the rights, property or safety of Circle, its other users or members of the public, and (vi) for the purpose of operating and improving the Circle Services and Circle Devices (including for customer support purposes).

**2.6.3 Cooperation by Licensee.** Licensee agrees to cooperate with and assist Circle or its representative in good faith, in any such investigations, including by providing us with such information as Circle may reasonably request.

**2.6.4 California Residents.** If Licensee is a California resident, Licensee may also report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210. See the “California Residents” subsection below for the full information required under California Civil Code §1789.3.

**2.7. Contacts.** By providing the contact information of the individuals that are included within Licensee’s network and whose usage Licensee manages (each a “Contact”), Licensee hereby represents that Licensee has all necessary authority and/or has obtained all necessary consents from each Contact to enable Circle to access and use and disclose his/her Personally Identifiable Information as defined and set forth in the Circle Privacy Policy. Circle retains the right, but not the obligation, to confirm the consent of any Contact. In the event a Contact does not confirm his/her consent, Circle may remove the Contact from Licensee’s account.

### **3. LICENSE GRANT; RESTRICTIONS; OWNERSHIP; SERVICES LIMITATIONS**

**3.1. License Grants.** Subject to the terms and conditions of this EULA, Circle hereby grants to Licensee a personal, non-exclusive, non-transferable, non-sublicensable, limited license only (i) to install, administer, and operate the Circle Device as part of a home network or any other compatible network over which Licensee has administrative authority; (ii) to install and integrate the Software in conjunction with Licensee’s network, Licensee’s computer or mobile devices, and other devices designed to access the Circle Device or Circle Account; (iii) to use the Software in complete, unmodified form on any such home network, computer, mobile device, or other device designed to interact with the Circle Device; (iv) to access the Circle Services and use the features and functionality provided by Circle via the Circle Services; and (v) to access and use the Circle Content solely for the personal, non-commercial use by Licensee, and Licensee’s family and community members that are authorized by Licensee and authorized hereunder including Other Authorized Users. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of the Circle Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited.

**3.2. Restrictions on Use.** Licensee shall not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code, libraries for or structure of, or decrypt the Software, Circle Content, API, or Circle Services, even for research purposes; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Circle Content, Software, API, or Circle Device; (iii) use the Circle Content, Circle Services, API, Software or Circle Device in a manner that derives revenue directly from such use, or use the Circle Content, Circle Services, API, Software or Circle Device for any other purpose for which it is not designed or intended; (iv) install, use or permit the Circle Content, API, or Software to exist on any other mobile device or computer not allowed hereunder, or access the Circle Content or Circle Services in a manner not permitted or authorized hereunder; (v) distribute the Software, API, or passwords to access the

Circle Content or Circle Services to unauthorized devices or users; (vi) use the Circle Content, API, Software or Circle Services for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Circle; (vii) use the Circle Services, API, Software or Circle Device to send automated queries to any website or to send any unsolicited commercial e-mail; (viii) use any proprietary information or interfaces of Circle or other intellectual property of Circle in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Software or Circle Device or that uses the Circle Content; (ix) circumvent, disable or tamper with any security-related components or other protective measures applicable to the Circle Content, Circle Services, API, Software or the Circle Device, (x) reproduce, archive, retransmit, distribute, disseminate, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate the Circle Content, API, or Software; or (xi) query the API in a manner which causes damage or disruption to Circle's servers or Circle cloud services, or interferes with the operation of the API or Circle Services for other users; (xii) attempt to utilize the API as a vector for scripts, worms, malware, or other intrusions into Circle's networks, servers, or cloud services for any reason; (xiii) use the Circle Content, Circle Services, API, Circle Device or Software for the purpose of directly competing with Circle; or (xiv) use the Circle Content, Circle Services, API, Circle Device or Software or other material in violation of any applicable law or regulation, including but not limited to any regulatory agency, such as FCC, rules or use or allow use of the Circle Content, Circle Services, API, or Software for any non-permitted activities or purposes. Licensee agrees to abide by the rules and policies established from time to time by Circle. Such rules and policies may include, for example, required or automated updates, modifications, and/or reinstallations of the Software and obtaining available patches to address security, interoperability or performance issues. These obligations survive termination of this EULA.

**3.3. Restriction on Modification.** Licensee may not modify the Circle Device, Software, Circle Content, or Circle Services for use in any way other than as described in Section 3.1. Any such modification will void any warranties, whether express or implied, on the Circle Device and the Software, and subject Licensee to immediate termination of the Circle Services. Further, any tampering with, destruction of, or other alteration of the Circle Device will void any warranties, express or implied, on the Circle Device. If and to the extent that the Software is designed to be compliant with any published communications standard (including, without limitation, Bluetooth SIG, IEEE, and ITU standards), Licensee may not make any modifications to the Software that would cause the Software or the accompanying Circle Device to be incompatible with such standard.

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**3.5. Proprietary Notices.** Licensee shall not remove, efface or obscure any copyright or

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**3.6. Ownership.** Circle shall retain all right, title and interest, including all intellectual property rights, in and to (i) the design and technical specifications of the Circle Device; (ii) all current or future Circle applications, including the Circle Apps, MyCircle, and Circle Go; (iii) the Software; (iv) the Circle Services; and (v) the Circle Content. Furthermore, Licensee acknowledges and agrees that the source code and object code of the Software and the format, directories, queries, algorithms, structure and organization of the Software are the intellectual property and proprietary and confidential information of Circle and/or its collaborators, licensors and suppliers. Licensee hereby acknowledges and agrees that it has no rights in or to the Circle Device, Circle Services, Circle Content, API, or the Software apart from those granted in this EULA. Licensee hereby covenants that it will not assert any claim that the Circle Services, Circle Content, API, or Software provided by Circle hereunder and used or accessed by Licensee from time to time, regardless of whether created by or for Circle, including any derivative works thereof, infringes any intellectual property right owned or controlled by Licensee. Licensee acknowledges and agrees that the Software, API, and all Circle Content and the compilation (meaning the collection, arrangement, and assembly) of all Circle Content are the property of Circle or its licensors and are protected under copyright, trademark, and other laws.

**3.7. No Other Rights Granted.** Apart from the license rights expressly set forth in this EULA, Circle does not grant and Licensee does not receive any ownership right, title or interest nor any security interest or other interest in or to any intellectual property rights relating to the Circle Device, Circle Services, Circle Content, API, and/or the Software, nor in or to any copy of any part of the foregoing. Licensee shall not have any right to grant a security interest in or to the Circle Services, Circle Content, API, and/or the Software, or to any intellectual property relating to the foregoing or to the Circle Device.

**3.8. Feedback.** Licensee acknowledges and agrees that all Feedback that Licensee or Other Authorized User provides to Circle will be the sole and exclusive property of Circle. Without limiting the foregoing, Licensee acknowledges that Feedback may be disseminated or used by Circle or its affiliates for any purpose whatsoever, including developing, improving and marketing products. Licensee hereby irrevocably transfers and assigns to Circle all of Licensee's rights, title, and interest in and to all Feedback, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waives any moral rights Licensee may have in such Feedback. Licensee agrees to sign and deliver such documents, and otherwise provide such assistance, as may reasonably be required from time to time to perfect Circle's rights in and to such improvements, enhancements and modifications.

## **3.9. Limitations of the Services.**

**3.9.1 Content Blocking Not Guaranteed.** Licensee acknowledges that use of the Circle Services does not guarantee that content Licensee deems objectionable will be 100% unavailable at all times or at any time. Licensee assumes full risk and responsibility for the use of or reliance on the Circle Services as regards content blocking. "False positive" content blocking may occur from

time to time or at any time. Circle strives to allow sufficiently granular control of content filters to allow educational or meritorious content through, if that is the intent of the user. However, there is no guarantee that some content that Licensee would deem acceptable will not be blocked by the Circle Services. In the event that Licensee believes Circle is miscategorizing a site or service, please contact Circle support at [help@meetcircle.com](mailto:help@meetcircle.com) to submit the issue for review.

**3.9.2 Behavioral Outcomes Not Guaranteed.** Use of the Circle Services may include “reward” activities for users who are seeking to ensure that their children or other dependents are successfully completing tasks. As an example, a user may condition access to web content on the successful completion of homework or chores. Circle does not monitor, nor can it verify, user activity with respect to such reward activities. Circle makes no representations about the effectiveness of such methods.

**3.9.3 Service Limitations.** There are certain circumstances that may limit the availability or effectiveness of the Circle Services, including:

**1. Service Area** - The Circle Services are currently configured for use in the local jurisdiction in which Licensee registered for the Circle Services. For example, users that registered for the Circle Services in the United States will be limited to use of the Circle Services only in the United States, and users that registered for the Circle Services in the U.K. will be limited to use of the Circle Services in the U.K.

**2. Service Interruptions** - The Circle Services can be interrupted for any reason that disrupts internet access or GPS capabilities, including in the event of:

- a. electrical power outages
- b. natural disasters
- c. electronic interference
- d. an outage affecting the data transport service
- e. failure of originating or terminating access lines
- f. network congestion and/or reduced routing speed of Circle’s network or another network (for example, due to spikes in call volume in the wake of local or national disasters), causing failed calls, busy signals or unexpected answering wait times (which may be longer than emergency calls placed via traditional telephone networks)
- g. compatibility issues
- h. equipment failures relating to your equipment (e.g., your mobile phone) or Circle’s equipment, including, hardware or software failures or misconfiguration affecting Circle, its offices, data centers, and/or any of its service providers.

**3.10. Third-Party Content.** The Circle Services may contain content from Circle partners and

licensors. Except as provided within this EULA, Licensee may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make derivative works based on, or sell any content appearing on or through the Circle Services. Licensee understands and agrees that Licensee will not obtain, as a result of its use of the Circle Services, any right, title, or interest in or to the Circle Content, or any User Content delivered via the Circle Services or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets, or other rights) in the Circle Content or User Content.

**3.11. Usage Data.** Use of the Circle Services, and features and applications within the Circle Services, creates a record of Submissions and Usage Data. Subject to the terms outlined in the Circle Privacy Policy found at <https://meetcircle.com/legal>, Circle requires this Usage Data to: enable the provision of the Circle Services; test, improve, and refine the capabilities of the Software; provide summary statistics on application and feature use, “up times,” software response times, and other measures of application usage and performance; and for purposes with similar objectives of application improvement, improved feature development, and user behavior studies and reports. By using the Circle Services, Licensee and all users agree to and hereby do assign, transfer, grant, and convey all rights, title, and interest in and to the Usage Data to Circle. To the extent that such an assignment is deemed to be invalid, Licensee and all users agree to and hereby do grant to Circle a world-wide, perpetual, irrevocable, non-exclusive, sub-licensable, royalty-free, transferable license to use the Usage Data for the above-described purposes.

**3.12. Circle Marks.** Licensee acknowledges and agrees that the Circle Marks are trademarks of Circle. Without Circle’s prior written permission, and except as solely enabled by any link as provided by Circle, Licensee agrees not to display or use in any manner the Circle Marks.

### **3.13. Licensee Content.**

**3.13.1 Protection of Licensee Content.** The Circle Services may provide Licensee with the ability to create, post, or share Licensee Content. Circle claims no ownership over Licensee Content. Licensee or a third-party licensor, as appropriate, retain all copyright and trademark rights to any of the content Licensee posts on or through the Circle Services. Licensee is responsible for protecting those rights.

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**3.13.4 Disclaimer of Liability by Circle for User Content.** Licensee does not represent or guarantee the truthfulness, accuracy, or reliability of User Content. Licensee accepts that any reliance on User Content will be at Licensee's own risk. By using the Circle Services Licensee accepts the risk that Licensee might be exposed to content that is objectionable or otherwise inappropriate. Circle does not endorse any, nor is it responsible for, User Content on the Circle Services.

**3.13.5 Licensee Responsibility for Licensee Content.** Licensee is solely responsible for Licensee Content on the Circle Services. Licensee assumes all risks associated with Licensee Content, including anyone's reliance on its quality, accuracy, or reliability. Licensee may expose itself to liability if, for example, Licensee Content contains material that is false, intentionally misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

## **4. WARRANTY AND SUPPORT**

### **4.1. Limited Warranty on the Circle Device.**

This limited warranty covers the operation of Circle Devices in Licensee's home network. All Circle Devices carry a warranty of operability for a period of one (1) year from the date of purchase. An extended limited warranty is available which, if purchased, will cover a period of two (2) years from the Circle Device's original purchase by the Licensee. If a Circle Device fails to power on, does not successfully initialize, or otherwise fails due to a manufacturing defect or through the normal use or wear of the Circle Device when used in accordance with Circle's applicable specifications during the warranty period, LICENSEE'S FIRST RE COURSE FOR REFUNDS OR EXCHANGES IS TO THE RETAILER WHERE THE CIRCLE DEVICE WAS PURCHASED ACCORDING TO THE RETAILER'S RETURN POLICIES. If the retailer is unable to exchange or refund the purchase, Licensee may send the malfunctioning device, along with a copy of the purchase receipt and, if applicable, a description of the problems encountered, to:

Circle Media Inc. Attn: Replacements 1104 NW 15th Ave Suite 400 Portland, OR 97209

Circle will inspect the Circle Device and any accompanying documentation of malfunction. After such inspection, and depending upon the findings of such inspection, Circle may at its discretion: (i) return the Circle Device to the Licensee with a certification that it is functional; (ii) repair any manufacturing defect or malfunction caused by the normal use or wear of the Circle Device when used in accordance with Circle's applicable specifications, and then return the Circle Device to the Licensee with a certification that a repair has been made, and that the Circle Device should now function according to Circle's applicable specifications; (iii) issue a refund to Licensee; (iv) send a replacement Circle Device to Licensee; or (v) notify Licensee that the device is not subject



or entitled to the limited warranty. IF THE CIRCLE DEVICE IS SUBJECT AND ENTITLED TO THE LIMITED WARRANTY, LICENSEE SHALL BE ENTITLED UNDER THIS SECTION 4.1 TO A REFUND OF ITS PURCHASE PRICE, REPAIR OF ITS CIRCLE DEVICE, OR A REPLACEMENT CIRCLE DEVICE, AT CIRCLE'S ELECTION. LICENSEE ACKNOWLEDGES AND AGREES THAT THIS LIMITED WARRANTY DOES NOT COVER ANY WEAR OR DAMAGE RESULTING FROM THE INCORRECT USE OF A CIRCLE DEVICE, AND PROVIDES NO OTHER REMEDIES OR IMPLIES ANY LIABILITY ON CIRCLE'S PART. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Insofar as the Licensee utilizes Circle Software installed on third-party hardware, any questions or concerns related to the functioning of the hardware must be handled in accordance with the third party's expressed warranty and remediation processes. Circle in no way assumes responsibility for the functionality or operability of third-party hardware.

**4.2. Disclaimer of Warranties.** THE CIRCLE DEVICE, THE CIRCLE SERVICES, THE API, THE CIRCLE CONTENT, AND THE SOFTWARE ARE ALL OFFERED "AS IS" AND "WITH ALL FAULTS." TO THE EXTENT PERMITTED BY LAW, AND APART FROM THE LIMITED WARRANTY IN SECTION 4.1, CIRCLE GRANTS AND LICENSEE RECEIVES NO WARRANTIES OF ANY KIND, WHETHER ESTABLISHED BY STATUTE, COMMUNICATION OR CONDUCT WITH LICENSEE, OR OTHERWISE. CIRCLE DISCLAIMS ALL AND GRANTS NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT CONCERNING THE CIRCLE DEVICE, THE CIRCLE SERVICES, THE API, THE CIRCLE CONTENT, THE SOFTWARE, OR ANY UPGRADES TO OR DOCUMENTATION FOR ANY OF THE CIRCLE DEVICE, THE CIRCLE SERVICES, THE API, THE CIRCLE CONTENT, OR THE SOFTWARE. WITHOUT LIMITATION OF THE ABOVE, CIRCLE GRANTS NO WARRANTY THAT THE SOFTWARE, CIRCLE DEVICE, CIRCLE CONTENT, API, OR CIRCLE SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, AND GRANTS NO WARRANTY REGARDING THEIR USE OR THE RESULTS THEREFROM INCLUDING, WITHOUT LIMITATION, THEIR CORRECTNESS, ACCURACY OR RELIABILITY. THIS SECTION SHALL SURVIVE TERMINATION OF THIS EULA. FURTHERMORE, CIRCLE AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SOFTWARE, CIRCLE DEVICE, API, CIRCLE CONTENT, OR CIRCLE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SOFTWARE, CIRCLE DEVICE, API, CIRCLE CONTENT, AND CIRCLE SERVICES WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SOFTWARE, CIRCLE DEVICE, API, CIRCLE CONTENT, OR CIRCLE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE SOFTWARE, CIRCLE DEVICE, API, CIRCLE CONTENT, AND CIRCLE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CIRCLE OR FROM THE SOFTWARE, CIRCLE DEVICE, API, CIRCLE CONTENT, OR CIRCLE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE THAT CIRCLE AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS HAVE NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE.

#### **4.3. Acknowledgements and Warranties.**

**4.3.1 Licensee's Affirmation. LICENSEE AFFIRMS THAT IT HAS READ THE FOREGOING AND ACKNOWLEDGES THAT:**

1. CIRCLE DOES NOT AND CANNOT GUARANTEE THAT THE CIRCLE SERVICES WILL BE CONTINUOUS OR ERROR-FREE. FOR EXAMPLE, THE CIRCLE SERVICES MAY NOT BE AVAILABLE OUTSIDE OF THE SERVICE AREA OR UNDER CIRCUMSTANCES SET FORTH ABOVE.
2. IF LICENSEE'S MOBILE OR DATA PLAN SERVICES OR ACCESS TO THE INTERNET OR THE CIRCLE SERVICES IS/ARE SUSPENDED, CANCELLED OR TERMINATED (E.G., AS A RESULT OF BILLING ISSUES OR OTHER BREACH), LICENSEE MAY NOT BE ABLE TO USE SOME OR ALL OF THE CIRCLE SERVICES.
3. LICENSEE IS EXCLUSIVELY RESPONSIBLE FOR ITS USE OF THE CIRCLE SERVICES. ABUSE OF THE CIRCLE SERVICES MAY SUBJECT LICENSEE TO CIVIL AND CRIMINAL FINES AND PENALTIES.

**4.3.2 Licensee's Warranties.** Licensee represents and warrants to Circle that:

1. Licensee has the power and authority to accept and agree to the Terms;
2. Licensee owns or controls all of the rights necessary to grant the rights and licenses granted herein;
3. that Licensee has requested and received the consent of all individuals for whom Licensee has submitted contact information to include them in the Circle Services, including to share their telephone number and/or email address with Circle;
4. Licensee will not violate any federal, state or local laws, rules or regulations or infringe the rights of any third party, including, any intellectual property, privacy or publicity-related rights, in connection with Licensee Content or otherwise in connection with Licensee's access to or use of the Services or Circle Device;
5. the exercise by Circle of the rights granted by Licensee hereunder will not cause Circle to violate any applicable laws, rules or regulations, or to infringe the rights of any third party; and
6. all account information provided by Licensee will be complete, accurate and up-to-date when provided, and updated as necessary to ensure that it remains complete, accurate and up-to-date.

**4.4. No Support.** Licensee agrees that nothing in this EULA shall obligate Circle to provide any support for the Circle Device, API, or Software. Circle may, but shall be under no obligation to, correct any defects in the Software and/or provide updates to licensees of the Software. Licensee shall make reasonable efforts to promptly report to Circle any defects it finds in the Software, as an aid to creating improved revisions of the Software.

**4.5. Modifications and Updates.** Circle reserves the right, in its sole discretion, to modify or discontinue offering the Circle Services, in whole or in part, including any features, functionality,

tools or content thereof, at any time, for any reason or no reason, with or without notice to Licensee. Circle may from time to time develop and provide Updates for the Circle Services, Circle Content, API, Software or Circle Devices. Updates may also modify or delete features, functionality, tools or content in their entirety. Based on Licensee's mobile device settings, when Licensee's mobile device is connected to the internet either: (a) the Updates will automatically download and install; or (b) Licensee may receive notice of or be prompted to download and install available Updates. Please promptly download and install all Updates. If Licensee does not install the latest Updates, portions of the Circle Services, Software, API, Circle Content, and/or Circle Device may not properly operate. All Updates will be deemed part of the Circle Services, Software, API, Circle Content, and Circle Devices and be subject to all terms and conditions of the EULA. Licensee agrees that Circle has no obligation to provide any Updates or to continue to provide or enable any particular features, functionality, tools or content, and will not be liable with respect to any such modifications, discontinuances or deletions.

**4.6. Dangerous Applications.** The Circle Device, Circle Services, API, and the Software are not designed, intended, or certified for use in components of systems intended for the operation of weapons, weapons systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, hazardous substances management, or for any other dangerous application in which the failure of the Circle Device, Circle Services, API, or the Software could create a situation where personal injury or death may occur. Licensee understands that use of the Circle Device, Circle Services, API, and the Software in such applications is fully at the risk of Licensee.

**4.7. Supported Uses.** The Software, Circle Services, API, and the Circle Device with which it is used are limited in the systems and applications that are supported. Licensee is required to read the documentation delivered with the Circle Device or provided online at <https://support.meetcircle.com> to determine if its intended use is supported.

**4.8. Permission to Access.** Licensee understands and agrees that directly requesting support through any communication channel for the setup, continued use, or technical troubleshooting of its Circle Device, Circle Services, or Circle Account will also constitute express permission to allow Circle or its duly authorized support representatives to access Licensee's Circle Device or Circle Account details remotely for the sole purposes of viewing or changing logs, configurations, software processes, or any other information stored locally on the Circle Device or in Circle servers. Circle requires such access in order to troubleshoot, debug, or optimize the setup or use of Licensee's Circle Services. Licensee may limit the level of access Circle or its duly authorized support representatives have to Licensee's Circle Device or Circle Account only by explicitly stating at the moment of the support request the specific limitations they wish to impose with regard to the logs, diagnostics, configurations, software processes, or other locally-stored information.

**4.9. Communications.** By using the Circle Services or providing Personal Information to Circle, Licensee agrees that Circle may communicate with Licensee electronically regarding security, privacy, and administrative issues relating to Licensee's use of the Circle Services, as well as for product releases, product updates, marketing events, and third-party products or services Circle would like to communicate with Licensee about. If Circle learns of a security breach, Circle may attempt to notify Licensee electronically by posting a notice on the Circle Services or sending an

email to Licensee. Licensee may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw Licensee's consent from receiving electronic notice), please write to Circle at [help@meetcircle.com](mailto:help@meetcircle.com).

## 5. TERM AND TERMINATION

**5.1. Term, Termination.** This EULA shall continue in full force and effect for as long as Licensee uses one or more Circle Devices, Circle Services, API, Circle Content, the Software, or any networked or stand-alone application designed to interact with the Circle Device or the Software. This EULA will automatically terminate if Licensee fails to comply with any of the terms and conditions hereof, subject to a fifteen (15) day notice and cure period in the absence of willful misconduct. In the event that Circle could not reasonably be expected to discover Licensee's noncompliance, Licensee agrees and acknowledges that its noncompliance will result in automatic termination with no such notice and cure period.

**5.2. Effect of Termination.** Upon any termination of this EULA, the rights and licenses granted to Licensee under this EULA shall immediately terminate.

**5.3. Survival.** The rights and obligations under this EULA which by their nature should survive termination, including but not limited to sections 6 - Confidentiality, Restrictions, 7 - Limitation of Liability, 8 - Indemnity, and 11 - miscellaneous will remain in effect after expiration or termination of this EULA.

## 6. CONFIDENTIALITY

**6.1. Obligations.** Licensee acknowledges and agrees that any documentation relating to the Software, Circle Device, API, Circle Services, and any other information (if such other information is identified as confidential or should be recognized as confidential under the circumstances) provided to Licensee by Circle hereunder (collectively, "Confidential Information") constitute the confidential and proprietary information of Circle, and that Licensee's protection thereof is an essential condition to Licensee's use and possession of the Circle Device, API, Circle Services, and Software. Licensee shall retain all Confidential Information in strict confidence and not disclose it to any third party or use it in any way except as required to comply with law or a binding order of a court of governmental authority with the authority to require disclosure or under a written agreement with terms and conditions at least as protective as the terms of this Section. Licensee will exercise at least the same amount of diligence in preserving the secrecy of the Confidential Information as it uses in preserving the secrecy of its own most valuable confidential information, but in no event less than reasonable diligence. Information shall not be considered Confidential Information if and to the extent that it: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of Licensee; (ii) was known to Licensee, without restriction, at the time of disclosure as proven by the files of Licensee in existence at the time of disclosure; or (iii) was developed by or for Licensee without use or knowledge of or access to Circle's Confidential Information or violation of this EULA or (iv) becomes known to Licensee, without restriction, from a source other than Circle without breach of this EULA by Licensee and otherwise not in violation of Circle's rights.

**6.2. Return of Confidential Information.** Notwithstanding the foregoing, all documents and

other tangible objects containing or representing Circle Confidential Information and all copies thereof which are in the possession of Licensee shall be and remain the property of Circle, and shall be promptly returned to Circle, and all electronic copies deleted, upon written request by Circle or upon termination of this EULA.

**6.3. Injunctive Relief.** In addition to any other rights and remedies available to Circle hereunder or at law, Licensee acknowledges and agrees that due to the nature of Circle's Confidential Information Licensee's confidentiality obligations to Circle hereunder are of a unique character and agrees that any breach of such obligations may result in irreparable and continuing damage to Circle for which there will be no adequate remedy in damages. Notwithstanding anything to the contrary in this EULA, Circle will be authorized and entitled to obtain injunctive relief, without the necessity of posting a bond even if otherwise normally required, and/or a decree for specific performance, and such further relief as may be proper from a court with competent jurisdiction.

## 7. LIMITATION OF LIABILITY; LIQUIDATED DAMAGES

**7.1. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CIRCLE OR ANY OF CIRCLE'S COLLABORATORS, SUPPLIERS OR LICENSORS NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE LIABLE FOR ACCIDENTS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF THIS EULA, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CIRCLE'S LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT PAID BY LICENSEE FOR THE CIRCLE DEVICE UNDER THIS EULA. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THESE OBLIGATIONS SURVIVE TERMINATION OF THIS EULA. IN SOME JURISDICTIONS LIMITATIONS OF LIABILITY ARE NOT LEGALLY BINDING.

**7.2. Liquidated Damages.** The parties agree that, in the event of a breach of the terms of this EULA by Licensee, including but not limited to those terms regarding reverse engineering, violation of regulations, dangerous use, and confidentiality, Circle's damages will be difficult to prove. Licensee agrees that damages of \$100 per Circle Device is a reasonable estimate of the likely damages and Licensee agrees that it shall pay such amount promptly upon the occurrence of such breach. Notwithstanding the foregoing, Circle may bring claims damages in excess of liquidated damages from a specific incident and breach.

## 8. INDEMNIFICATION

Licensee agrees to defend and indemnify Circle and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from (i) the unauthorized or unanticipated use or distribution of the Circle Device, API, Circle Content, Circle Services, or the Software by the Licensee; (ii) Licensee Content; (ii) Licensee's use of or reliance on any User Content, (iii) Licensee's use of or reliance on any Circle Content, (iv)

Licensee's breach of these Terms, or (v) Licensee's gross negligence or willful misconduct. Licensee agrees that, at Circle's option, Licensee will conduct the defense of any such claim or action; provided that, notwithstanding Circle's election that Licensee conduct the defense, (i) Circle may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) Licensee will not enter into any settlement or other compromise without the prior written approval of Circle (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

## 9. ACCOUNTS

**9.1. Account Registration.** Licensee must register for a User account before Licensee will be able to use any of the Circle Services. Licensee may register to create an account directly via the Software. Licensee may not register for an account on behalf of any other person (other than Licensee's family or community members). No person or entity may have more than one active account at any given time for a specific location.

Designated administrators will create their own account, and will designate the other individuals who are subject to their oversight when registering for and using the Circle Services. Administrators for Licensee will have access to manage and view activities associated with all of the accounts registered to Licensee. (For simplicity, both accounts and subaccounts will be referred to hereafter as "accounts").

The Circle Services are not designed for and may not be used for business purposes. Any use of the Circle Services for business purposes is a material breach of this EULA and shall subject this EULA to immediate termination by Circle.

**9.2. Account Set-Up.** Licensee agrees to provide complete, accurate and up-to-date information during the registration process, and represents and warrants that the information Licensee provided and provides to Circle upon registration of the Circle Device, creation of an account via the Circle Go Software, and at all other times will be true, accurate, current, and complete, and Licensee agrees to update such information as necessary to ensure that it remains complete, accurate and up-to-date. Please note that the name and contact information that Licensee submits when registering will be shared in accordance with Licensee's selections in the account settings when Licensee shares information.

When Licensee creates an account, Licensee will be asked to create a username and password (or use your existing Circle login credentials), which Licensee will be solely responsible for safeguarding. Circle encourages Licensee to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with the Circle Service account or any other account that Licensee may connect to the Circle Service account. Licensee agrees not to disclose Licensee's username or password to any third party, and Licensee agrees to immediately notify Circle of any unauthorized use of Licensee's account. Licensee further acknowledges and agrees that Licensee will be solely responsible for any activities or actions on or through Licensee's account, whether or not Licensee has authorized such activities or actions. Circle cannot and will not be liable for any loss or damage arising from Licensee's failure to comply with the above requirements.

To use the Circle Services, the device Licensee uses to administer the Circle Account will be authenticated to Licensee's specific configuration and may require some kind of log-in information, such as a username, password, or PIN code. Licensee's Circle Account is personal to Licensee, and Licensee may not share Circle Account information with, or allow access to Licensee's Circle Account by, any third party. Licensee agrees to use reasonable efforts, such as using the Circle Apps' security feature(s), to prevent unauthorized access to or use of the Circle Services and to preserve the confidentiality of Licensee's PIN, username, or password, as well as any device that Licensee uses to access the Circle Services. To the extent that Licensee is a parent in a household having two parents, both parents must share credentials to allow both parents to act as administrators for their household.

**9.3. Third Party Charges and Mobile Alerts.** Licensee is solely responsible for any fees or charges incurred to access the Circle Device, API, Circle Content, Software and Circle Services through an internet access provider or other third party, including without limitation data charges incurred if Licensee is not connected to WiFi access, charges to receive SMS messages or other mobile access, which may be billed to Licensee or deducted from Licensee's prepaid balance by Licensee's mobile provider. Licensee agrees that Circle is not liable in any way for any third party charges.

## 10. LINKS TO THIRD PARTY WEBSITES AND SERVICES.

The Circle Apps and Circle Services may also provide links to third-party websites, resources or services. Licensee acknowledges and agrees that Circle is not responsible or liable for (i) the availability, terms or practices of such websites, resources or services, or (ii) the content, products or services available on or through such websites, resources or services, including that any information provided is complete, accurate or up-to-date. Links to such websites, resources or services do not imply any endorsement by Circle of such websites, resources or services or the content, products or services available on or through such websites, resources or services. Licensee acknowledges sole responsibility for and assumes all risk arising from Licensee's use of any such websites, resources or services or the content, products or services available on or through such websites or services. Circle will not be responsible or liable for any damage or harm resulting from Licensee's interactions with such websites or services, or the content, products or services available on or through such websites or services.

## 11. MISCELLANEOUS

**11.1. Export Regulations.** LICENSEE UNDERSTANDS AND AGREES THAT THE CIRCLE DEVICE, API, AND THE SOFTWARE IS SUBJECT TO UNITED STATES AND OTHER APPLICABLE EXPORT-RELATED LAWS AND REGULATIONS AND THAT LICENSEE MAY NOT EXPORT, RE-EXPORT OR TRANSFER THE CIRCLE DEVICE, API, OR THE SOFTWARE OR ANY DIRECT PRODUCT OF THE SOFTWARE EXCEPT AS PERMITTED UNDER THOSE LAWS. WITHOUT LIMITING THE FOREGOING, EXPORT, RE-EXPORT OR TRANSFER OF THE CIRCLE DEVICE, API, OR THE SOFTWARE TO CUBA, IRAN, NORTH KOREA, SUDAN AND SYRIA IS PROHIBITED.

**11.2. Assignment.** This EULA shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however that Licensee may not assign

this EULA or any rights or obligation hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of Circle, and any such attempted assignment shall be void. Notwithstanding the foregoing, Licensee may assign this EULA to a successor to all or substantially all of its business or assets to which this EULA relates that will not use the Circle Device, API, Circle Content, Circle Services, Software or rights hereunder in direct competition with Circle or to assist any other person or entity in competing with Circle.

**11.3. Governing Law; Venue.** This EULA shall be governed by the laws of Oregon without regard to any conflict-of-laws rules, and the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in the county of Multnomah, Oregon, and Licensee hereby consents to such jurisdiction and venue.

**11.4. Severability.** All terms and provisions of this EULA shall, if possible, be construed in a manner which makes them valid, but in the event any term or provision of this EULA is found by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remainder of this EULA shall not be affected if the illegal or unenforceable provision does not materially affect the intent of this EULA. If the illegal or unenforceable provision materially affects the intent of the parties to this EULA, this EULA shall become terminated.

**11.5. Equitable Relief.** Licensee hereby acknowledges that its breach of this EULA would cause irreparable harm and significant injury to Circle that may be difficult to ascertain and that a remedy at law would be inadequate. Accordingly, Licensee agrees that Circle shall have the right to seek and obtain immediate injunctive relief to enforce obligations under the EULA in addition to any other rights and remedies it may have, without the obligation to post a bond even if ordinarily required.

**11.6. Waiver.** The waiver of, or failure to enforce, any breach or default hereunder shall not constitute the waiver of any other or subsequent breach or default.

**11.7. Prohibition of Class and Representative Actions and Non-Individualized Relief. LICENSEE AGREES THAT LICENSEE MAY BRING CLAIMS AGAINST CIRCLE ONLY ON AN INDIVIDUAL BASIS AND HEREBY WAIVES THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING, TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW. FURTHER, UNLESS BOTH LICENSEE AND CIRCLE OTHERWISE AGREE IN WRITING, THE COURT MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.**

**11.8. Updates to this License.** Circle reserves the right to alter or amend this EULA at any time, in its sole discretion. Circle shall provide notice of any changes thirty (30) days prior to such change, by email or mail to Licensee or by posting a new version of this EULA on its website at <https://meetcircle.com/legal>. Licensee's continued use of the Circle Device, Circle Services, API, Circle Content, or Software subsequent to such revision shall be deemed acceptance of the amended license and Licensee's sole alternative shall be to terminate this EULA and cease use of the Circle Device, Circle Services, API, Circle Content, and Software.

**11.9. Notices.** Any notices required or permitted by this EULA shall be made in writing and may be made (i) by email to the last provided email address for Licensee, in the case of Licensee, or to [hello@meetcircle.com](mailto:hello@meetcircle.com), in the case of Circle; or (ii) by mail to the principal office of the parties, or to any address previously provided by a party to the other party.

**11.10. Entire Agreement.** This EULA sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements and representations between them, whether written or oral concerning the Software. This EULA may be changed only by mutual agreement of the parties in writing.