

# Globetek Holdings, LLC

## Phone Collateralization Software™

**NOTICE TO USER: THIS IS AN END USER LICENSE AGREEMENT (THE "AGREEMENT") WHICH SETS OUT THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO USE THE SOFTWARE PRODUCT (AS DEFINED BELOW). PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE YOU INSTALL AND USE THE LICENSED SOFTWARE PRODUCT. BY CLICKING THE "I ACCEPT" BUTTON (IF ANY) AND/OR BY INSTALLING AND/OR BY USING THE LICENSED SOFTWARE PRODUCT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE LICENSED SOFTWARE PRODUCT.**

**1. LICENSE GRANT.** Globetek Holdings, LLC , 4023 Kennett Pickett #50425, Wilmington, DE, 19807, USA ("**Licensor**") hereby grants you, the end user person, company or legal entity ("**You**"), a royalty-free, non-exclusive, license to use, on the terms and conditions set out in this Agreement and for the period of time for which You have obtained a license and receive a service from the Licensor in connection with the licensed software product (the "**License Period**"): (i) the Globetek Phone Collateralization Software™ mobile device locking and unlocking software application program interfaces ("**APIs**") in object code form, including any and all updates and or upgrades thereof, as Licensor, or its licensors their sole discretion, may provide; and (ii) any thereto related documentation (the "**Documentation**"), and (iii) the limited right to use our trademarks only in connection and as part of this license and during the License Period, (hereinafter collectively referred to as the "**Licensed Software Product**").

**2. USE RESTRICTIONS.** You agree that You may not, nor permit any third party to: (i) sub-license, assign, transfer, distribute, pledge, lease, rent or share Your rights under this Agreement; (ii) modify or adapt the Licensed Software Product; (iii) disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the Licensed Software Product. You further agree that Your Licensed Software Product is licensed to You by Licensor solely for the purpose of

having Licensor providing services to You and such license is contingent upon Your continued use of the services ("**Services**").

**3. PROPRIETARY RIGHTS.** You acknowledge and agree that Licensor shall retain on behalf of itself and its licensors all rights, title and interest to the Licensed Software Product, including but not limited to any and all copyrights, patents, trademarks, trade secrets and any and all other intellectual property rights, and You acquire no rights of whatever nature to any intellectual property rights or other rights in the Licensed Software Product or the Services, except for the limited license right expressly set out in Section 1 above.

**4. FEEDBACK.** You hereby agree and acknowledge that any ideas, suggestions and other feedback that You may provide relating to the Licensed Software Product ("**Feedback**"), may be used by Licensor and its licensors to improve and/or enhance the functionality of the Licensed Software Product and/or any other Licensor products and accordingly that it becomes disclosed as part of the Third Party Software License and You hereby grant Licensor and its Third Party Software licensors, a non-exclusive, royalty-free, perpetual, irrevocable, worldwide right and license to use, reproduce, disclose, sub-license (without restrictions), distribute, modify, create derivative works of, and or otherwise exploit any such Feedback without any limitations whatsoever.

**5. NO WARRANTY.** This Agreement grants a use license in respect of a Licensed Software Products on a royalty-free basis. Therefore, Licensor does not warrant the Licensed Software Product, nor the Services provided in connection therewith. If applicable mandatory law where You reside nevertheless stipulates a warranty period, then, in respect of such mandatory warranty period, You hereby agree that Your sole remedy and Licensor's exclusive liability for defects in the Licensed Software Product or the Services will be to, in Licensor's sole discretion replace or correct the Licensed Software Product or continue to provide the Service, if economically reasonable to do to do, as determined by the Licensor, in its discretion.

**6. NO SUPPORT SERVICES.** Licensor will not provide You with any support services regarding the Licensed Software Product or the Services provided to You in connection with the Licensed Software Product.

**7. INSTALLATION STATISTICS AND AUTOMATIC UPDATES.** You hereby acknowledge and agree that upon installation of the Licensed Software Product, the Licensed Software Product will automatically collect certain information from Your device for pure statistical purposes including, but not limited to, whether the Licensed Software Product has been installed, the make and model of your mobile device, which operating system and browser You are using, where the device is located, your device number, the types of applications on your device, information about SMA use, the state of your device battery and metadata about photos and contact lists on your device (however, no photos are collected and your contact list is not collected by us). You further, acknowledge and agree that the Licensed Software Product is configured to automatically upload to Your mobile device, from servers we use ("**Automatic Update**"): (i) updates as a result of error corrections or enhanced functionality of the Licensed Software Product ("**Software Files Updates**"); and (ii) information updates, which may include license specific information, information which our partners, which are your goods and services providers, about the status of your account balance with them from time to time, and any other information relevant to you in connection with either the Licensed Software Product or related to your relationship with our partners; ("**Information Updates**"). Further, you acknowledge and agree that the Licensed Software Product is configured to automatically send to Licensor's servers, license specific information relating to the Licensed Software Product from Your computer, whenever an Automatic Download of Software is made. We do not collect any personally identifiable information (information that can alone, or together with other data in our possession, identify an individual user) as part of Automatic Updates. Any information we collect is handled by us according to our [Privacy Policy](#), which is hereby incorporated by reference.

**8. DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, THE LICENSED SOFTWARE PRODUCT AND THE SERVICE ARE PROVIDED "AS IS" AND LICENSOR AND ITS LICENSORS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE LICENSED SOFTWARE PRODUCT OR THE SERVICE WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTIES' INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR AND ITS LICENSORS MAKES NO REPRESENTATION OR WARRANTY THAT: (i) THE OPERATION OF THE LICENSED SOFTWARE PRODUCT, OR THE SERVICE, WILL BE

ERROR-FREE AND UNINTERRUPTED; OR (ii) ALL ERRORS OR DEFECTS IN THE LICENSED SOFTWARE PRODUCT WILL BE CORRECTED. IF YOU ARE SUBJECT TO A JURISDICTION IN WHICH ANY OF THE ABOVE DISCLAIMERS ARE NOT VALID, YOU AGREE TO BE BOUND BY THE SAME TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAW OR REGULATION.

**9. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, IN NO EVENT SHALL LICENSOR, OR ITS LICENSORS, BE LIABLE TO YOU OR ANY THIRD PARTY: (I) FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; NOR; (II) FOR DAMAGE TO PROPERTY, LOSS OR CORRUPTION OF DATA, LOSS OF USE, LOSS OF PRODUCTION, LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL), NO MATTER WHAT THEORY OF LIABILITY EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND LICENSOR'S LIABILITY HEREUNDER SHALL NOT, IN AGGREGATE, EXCEED FIFTY UNITED STATES OF AMERICA DOLLARS (US\$50.00). IF YOU ARE SUBJECT TO A JURISDICTION IN WHICH THE ABOVE LIMITATION OF LIABILITY OR ANY PART THEREOF IS NOT VALID, YOU AGREE TO BE BOUND BY THE SAME TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAW OR REGULATION.

**10. TERM AND TERMINATION.** This Agreement will enter into force upon Your acceptance of this End User License Agreement, however in no event later than upon installation of the Licensed Software Product and will, unless prematurely terminated as set out herein, remain in force for the License Period. Licensor is entitled to, at its sole discretion, prematurely terminate this Agreement with immediate effect or suspend the provision of the Licensed Software Product and any Updates, upon notice to You (if possible), if You are in breach of any terms and conditions of this Agreement. You may terminate this Agreement at any time upon written notice to Licensor. Upon expiration or termination of this Agreement, You shall immediately: (i) cease the use of the Licensed Software Product; and (ii) immediately cease using our trade-marks.

**11. PRIVACY POLICY.** By entering into this Agreement with Licensor, You acknowledge and agree that the privacy policy of Licensor, as updated from time to time and accessible on the Licensor's website [www.globetek.com/privacy](http://www.globetek.com/privacy) is applicable to You.

**13. CONSUMER PROTECTION.** To the extent any applicable mandatory consumer legislation so requires, certain terms and conditions of this

Agreement may be adjusted to fulfill such requirements under mandatory applicable law, however all other terms and conditions of this Agreement shall remain unaffected.

**14. EXPORT CONTROL.** You hereby acknowledge that the Licensed Software Product may be subject to import and export control laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) and You hereby agree that You will not import or export, or allow any use of the Licensed Software Product which is in violation of such import and/or export control laws and regulations.

**15. MISCELLANEOUS.** This Agreement constitutes the entire agreement concerning the subject matter of this Agreement and it supersedes any and all prior proposals, understandings or agreements between the parties relating to the subject matter hereof as well as any prior rights to use the Licensed Software Product Which You may have obtained. You specifically acknowledge and agree that any terms and conditions in any purchase orders that conflict with the terms and conditions of this Agreement are null and void. No waiver or modifications to this Agreement shall be valid unless in writing and duly executed by both parties hereto. If any provision herein is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

**16. GOVERNING LAW.** This Agreement shall be governed by the laws which apply in the State of Delaware, USA, excluding its conflict of law principles. This Agreement shall not be governed by United Nations Convention on Contracts for the International Sale of Goods (CISG), the application of which is hereby expressly excluded. Any and all disputes arising out of this Agreement shall be subject to the sole and exclusive jurisdiction of the courts of the State of Delaware, USA, except that Licensor may bring actions for injunctive relief in any competent court of jurisdiction. Notwithstanding the above, if You are a consumer, this Section 16, shall not affect any mandatory right You may have to take action in Your country of residence and under the laws of that country.

**17. CONTACT INFORMATION.** If You have any questions about the Licensed Software Product or this End User License Agreement, the contact details for Licensor are specified on the website, [www.globetek.com](http://www.globetek.com).

Last update April 18, 2021