

WEBSITE TERMS OF USE

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This website (www.incompass-labs.com) (the "**Site**"), is provided by Incompass Labs, Inc., for itself and on behalf of its affiliates ("**Incompass**", "**we**", "**our**" or "**us**"), to the person accessing the Site ("**you**" or "**your**").

1. **Agreement to Terms of Use**

- 1.1. Your access to, and use of, the Site is subject to these terms of use ("**Terms of Use**") and all applicable laws and regulations. By accessing and using the Site, you accept, without limitation or qualification, these Terms of Use. **This is a legally enforceable contract.**
- 1.2. We may, at any time and without notice to you, modify these Terms of Use by revising them on the Site. Your continued use of the Site constitutes your acceptance of any such revisions. You should therefore periodically visit this page to review the current Terms of Use. These Terms of Use may not be otherwise modified, supplemented, or qualified except in writing signed by you and a duly authorized representative of Incompass.
- 1.3. We reserve the right to modify any programs, policies, information, products and services contained on the Site at any time and without notice to you. Visitors who use information contained on the Site or make decisions based on such information do so at their own risk. The failure by us to enforce at any time any of the provisions in these Terms of Use will in no way be construed as a waiver of such provisions.
- 1.4. If you do not agree and accept, without limitation or qualification, these Terms of Use, you must exit the Site.

2. **Access and Use of Information**

- 2.1. You may use the Site, and any information contained on the Site, solely for legitimate general information purposes, contacting us and logging into your account, or as otherwise expressly authorized by us. Any access or attempt to access other areas of our computer systems or other information contained on our systems for any purpose is strictly prohibited.
- 2.2. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of your account creation or our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 2.3. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.
- 2.4. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@incompass-labs.com

3. **Notices and Electronic Communications**

- 3.1. When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4. **Privacy Notice**

- 4.1. Our Privacy Notice is available at <https://app.incompass-labs.com/privacy-notice>, please read the Privacy Notice as it explains how we will collect, store and otherwise process any of your personally identifiable information (for example, your name, address, telephone number or email address) that you make available to us (via the Site or otherwise) or which we otherwise collect (either directly or indirectly).

5. **Product Information and Orders**

- 5.1. All information about products and services displayed on the Site is provided for general information purposes only and we cannot guarantee that such information is correct. Please contact us for full details of our products and services.
- 5.2. If you would like to make an enquiry about our products or services or make an order for our products or services, please contact us using the applicable contact details on the Site.
- 5.3. All orders for our products and services shall be subject to the separate terms and conditions of sale made available by us to you in respect of such sale.

6. **Disclaimer of Warranties**

- 6.1. THE SITE, INCLUDING ITS CONTENT AND MATERIALS, IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND WITH RESPECT TO ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT OPERATION OF THE SITE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE (OR ANY PRODUCTS OR SERVICES DISPLAYED ON THE SITE) WILL MEET YOUR SPECIFIC REQUIREMENTS.
- 6.2. The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Site.
- 6.3. Certain jurisdictions limit disclaimers of warranties or limitations of liability. In such jurisdictions, you may have additional legal rights, and the provisions of these Terms of Use will remain in effect to the fullest extent permitted by law.

7. Indemnification

- 7.1. You agree to indemnify, defend, and hold harmless us, our officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use.

8. Limitations of Liability

- 8.1. YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER US, NOR ANY OF OUR SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS, NOR ANY OF OUR AGENTS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR ITS CONTENT, ARE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.
- 8.2. Certain jurisdictions limit disclaimers of warranties or limitations of liability. In such jurisdictions, you may have additional legal rights, and the provisions of these Terms of Use will remain in effect to the fullest extent permitted by law.
- 8.3. SUBJECT TO SECTION 8.1, OUR AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE SITE OR THESE TERMS OF USE SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED \$100.
- 8.4. We shall not be responsible or liable for any failure or delay related to any events or circumstances beyond our reasonable control.

9. Third-Party Links

- 9.1. The Site may provide links to sites operated by third parties. We have no control over such linked sites, all of which may have separate terms of use and privacy and data collection practices, independent of Incompass. Such linked sites are only for your convenience and therefore you access them at your own risk. Without limiting the foregoing, we specifically disclaim any responsibility if such sites:

- 9.1.1. infringe any third party's intellectual property rights;
- 9.1.2. are inaccurate, incomplete or misleading;
- 9.1.3. are not merchantable or fit for a particular purpose;
- 9.1.4. do not provide adequate security;
- 9.1.5. contain viruses or other items of a destructive nature; or
- 9.1.6. are libelous or defamatory.

- 9.2. We do not endorse the content, or any products or services available, on such sites.

10. Trademarks

- 10.1. The Site may contain Incompass and third party trademarks and service marks. All marks are the property of their respective owners, and such marks may not be used without the consent of such party. All rights in the intellectual property contained in the Site including copyright, trademarks, trade secret and patent rights are hereby reserved by Incompass or the respective owner.

Except as expressly set out in these Terms of Use, access to the Site does not constitute a right to copy or use any intellectual property of Incompass or its suppliers.

11. Copyright

- 11.1. All content contained on the Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, and any compilations of the foregoing, are the property of Incompass or its suppliers and protected by United States and international copyright laws. We hereby authorize you to make a single copy of the content herein for your use in learning about, evaluating, or acquiring our services or products. You agree that any copy made must include Incompass' copyright notice. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the content contained on the Site. You agree not to change or delete any proprietary notices from materials printed or downloaded from the Site. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

12. Copyright Complaints

- 12.1. **Notice.** If you are a copyright owner or an agent thereof and believe that any Site content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing us with the following information in writing:

- 12.1.1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 12.1.2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 12.1.3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- 12.1.4. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 12.1.5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 12.1.6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- 12.2. Please send all such DMCA notifications to: support@incompass-labs.com

- 12.3. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

- 12.4. **Counter-Notice.** If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to us:

- 12.4.1. Your physical or electronic signature;
- 12.4.2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- 12.4.3. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- 12.4.4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of any federal court in the United States, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

- 12.5. Please send all such counter-notices to: support@incompass-labs.com

- 12.6. If a counter-notice is received by us, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it. Unless the copyright owner files an action seeking a court order against the content provider or user, the removed content may be replaced, or access to it restored, after receipt of the counter-notice, in our sole discretion.

13. Export Control

- 13.1. Software and other materials downloaded or otherwise made available from the Site may be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from the Site may be downloaded or exported into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Sudan, Syria, or any other country to which the United States has embargoed goods; or anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders.
- 13.2. We do not authorize the downloading or exportation of any software or technical data from the Site to any jurisdiction prohibited by the United States Export Control laws.

14. Law and Jurisdiction

- 14.1. These Terms of Use and your use of the Site are governed by the laws of Delaware, without regard to its choice of law provisions. You and Incompass consent to the exclusive venue in the state and federal courts of the State of Delaware for any and all disputes arising out of, relating to or concerning these Terms of Use and/or the Site or in which these Terms of Use and/or the Site are a material fact.

15. Assignment

- 15.1. We may assign or transfer our rights and/or duties under these Terms of Use to any party at any time without notice to you. You may not assign or transfer these Terms of Use or any of your rights or obligations hereunder.

16. Severability

- 16.1. If any provision of these Terms of Use shall be deemed illegal or unenforceable, such provision shall be enforced in all other circumstances and to the maximum extent permissible under applicable law, and such illegality or unenforceability shall not affect the validity and enforceability of any other provisions hereof.

17. Questions and Feedback

- 17.1. Any questions and feedback about the Site or these Terms of Use should be directed to support@incompass-labs.com