

CLOKT

Terms of Service

Last Updated: 11/6/22

Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of the website located at clokt.io (the “**Site**”) and the services accessible via the Site offered by Clokt, LLC. (“**Clokt**”). To make these Terms easier to read, the Site and our services are collectively called the “**Services**.”

1. **Agreement to Terms.** By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, do not use the Services.
2. **Changes to these Terms or the Services.** We may update the Terms from time to time in our sole discretion. If we do, we'll let you know by posting the updated Terms on the Site or may also send other communications. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
3. **Who May Use the Services?** You may use the Services only if you are 18 years or older and capable of forming a binding contract with Clokt, and not otherwise barred from using the Services under applicable law.
4. **Our Intellectual Property.** We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.
5. **General Prohibitions and Clokt's Enforcement Rights.** You agree not to do any of the following:
 - (a) Use, display, mirror or frame the Services or any individual element within the Services, Clokt's name, any Clokt trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Clokt's express written consent;
 - (b) Access, tamper with, or use non-public areas of the Services, Clokt's computer systems, or the technical delivery systems of Clokt's providers;
 - (c) Attempt to probe, scan or test the vulnerability of any Clokt system or network or breach any security or authentication measures;

- (d) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Clokt or any of Clokt's providers or any other third party (including another user) to protect the Services;
- (e) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Clokt or other generally available third-party web browsers;
- (f) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (g) Use any meta tags or other hidden text or metadata utilizing a Clokt trademark, logo URL or product name without Clokt's express written consent;
- (h) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (i) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- (j) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- (k) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (l) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (m) Impersonate or misrepresent your affiliation with any person or entity;
- (n) Violate any applicable law or regulation; or
- (o) Encourage or enable any other individual to do any of the foregoing.

Clokt is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. **Links to Third Party Websites or Resources.** The Services may allow you to access third-party websites or other resources. We provide access only as a convenience and are not

responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

7. **Termination.** We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by sending us an email at info@clokt.io. Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: 4, 5, 7, 9, 10, 11, and 12.
8. **Warranty Disclaimers.** THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.
9. **Indemnity.** You will indemnify and hold Clokt and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, or (b) your violation of these Terms.
10. **Limitation of Liability.**
 - (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER CLOKT NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CLOKT OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
 - (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL CLOKT’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO CLOKT FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO CLOKT, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CLOKT AND YOU.

11. **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The parties expressly consent to personal and exclusive jurisdiction in the state and federal courts located in Miami-Dade County, Florida, and you and Clokt each waive any objection to jurisdiction and venue in such courts.

12. **General Terms.**

(a) Reservation of Rights. Clokt and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Clokt and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Clokt and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Clokt's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Clokt may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. Any notices or other communications provided by Clokt under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. Clokt's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Clokt. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

13. **Contact Information.** If you have any questions about these Terms or the Services, please contact Clokt at info@clokt.io.