

## Elite Hub - End User License Agreement (EULA)

Effective Date: January 1st, 2025

PLEASE READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE ELITE HUB PLATFORM. BY ACCESSING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE SOFTWARE.

This Agreement is a legal agreement between you ("End User" or "You") and Elite Technology Solutions Inc., operating as Elite Hub ("Elite Hub", "We", "Us", or "Our"), governing your use of the Elite Hub software platform, including all associated applications, integrations, APIs, modules, and services (collectively, the "Software").

### 1. LICENSE GRANT

Subject to your compliance with this Agreement, Elite Hub grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Software solely for your internal business purposes.

### 2. RESTRICTIONS

You may not:

- Copy, modify, or create derivative works of the Software;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Software;
- Resell, sublicense, lease, rent, or distribute the Software to any third party;
- Use the Software in any unlawful manner or in breach of applicable regulations;
- Interfere with the integrity or performance of the Software or any third-party data therein.

### 3. OWNERSHIP

Elite Hub retains all rights, title, and interest in and to the Software, including all associated intellectual property rights.



This Agreement does not grant you any ownership rights to the Software.

#### 4. DATA USAGE & PRIVACY

You retain all rights to the data you input into the Software ("Customer Data"). You grant Elite Hub a limited license to access, process, and transmit such data as necessary to provide the services. Data usage is governed by our Privacy Policy (<https://elitehub.io/privacy>), incorporated herein by reference.

#### 5. INTEGRATIONS & THIRD-PARTY SERVICES

The Software may integrate with third-party services. Elite Hub is not responsible for the functionality, availability, or performance of any third-party service or integration. Use of such services is subject to the third party's own terms.

#### 6. FEES & BILLING

Use of the Software may require payment of fees as specified in a separate agreement or pricing plan. Failure to pay such fees may result in suspension or termination of access to the Software.

#### 7. TERM AND TERMINATION

This Agreement remains in effect until terminated. Elite Hub may terminate this Agreement and your access to the Software immediately if you breach any term herein. Upon termination, you must cease all use of the Software.

#### 8. DISCLAIMER OF WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ELITE HUB DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### 9. LIMITATION OF LIABILITY

IN NO EVENT SHALL ELITE HUB BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR DATA, ARISING OUT OF YOUR



USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Elite Hub and its affiliates from and against any claims, damages, losses, liabilities, costs, or expenses arising from your use of the Software or your violation of this Agreement.

#### 11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to conflict of laws principles.

#### 12. MODIFICATIONS

Elite Hub may revise this Agreement from time to time. Continued use of the Software after such changes constitutes your acceptance of the revised terms.

#### 13. CONTACT

For any questions about this Agreement, please contact us at:

Elite Technology Solutions Inc.

Email: [support@elitehub.io](mailto:support@elitehub.io)

Website: <https://elitehub.io>