

Terms of Use

Effective 30 Sep 2025

At CLOO, we understand that our long-term success is tied to your satisfaction with our product. To ensure the best service possible, please read the following terms and conditions.

These are the Terms of Use for CLOO LLC, a Delaware limited liability company (“CLOO”). These Terms apply when you visit our website at cloo.io (our “Website”), attend an event, purchase a product, or otherwise interact with us (the “Services”).

Please be aware that these Terms constitute a binding legal agreement between you and CLOO. You agree you are responsible for your use of our website, use of our products, and your interactions with us and any resulting consequences. You may use our website and interact with us only in compliance with these Terms and all applicable laws. Your use of our Services constitutes your acceptance of these Terms and our Privacy Policy. If you do not agree to all of these Terms of Use, you may not use Our Service in any way. The terms CLOO or “our” or “us” or “we” refer to CLOO.

When using certain CLOO products or services, you may be subject to any additional terms that are otherwise made available from time to time.

Changes to the Terms

CLOO reserves the right to update these Terms at any time. When we make changes, we will provide you with notice through our website or other reasonable means. Unless otherwise stated, changes will take effect on the date posted. Your continued use of our website or services following any changes serves as your agreement to the updated Terms, and such changes will not apply retroactively to disputes arising before the change’s effective date.

Acceptance

By interacting with us, accessing or using the website and services, or purchasing a product, you acknowledge, represent, and warrant that you have read, understood, and accept these Terms in their entirety, including the Net30 Terms, the Return Policy, Shipping & Delivery Policy, the

Ordering Payment Policy, and our Warranty Terms. You also agree to comply with all applicable laws and regulations, including local laws of your jurisdiction. You further agree that by clicking “I Agree,” creating an account, or using the Services, you consent to these Terms and any other policies incorporated by reference, in compliance with the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN Act).

User Eligibility

By accepting these Terms through your use of our website or interacting with us, you certify that you are at least 18 years of age or are at least 13 years of age and are under the supervision of a parent or legal guardian that will be bound to these Terms on your behalf. If you are under the age of 13, you are not permitted to use our website. If you are a parent or legal guardian who has agreed to be bound by these Terms on behalf of a child between the ages of 13 and 18, you agree to be fully responsible for such child’s use of the website or their interactions with CLOO, including all financial charges and legal liability that such child may incur.

Your Representations & Warranties to CLOO

You agree to use the website and services in a manner consistent with all applicable laws and regulations. You represent, warrant, and agree:

1. You meet all age and eligibility requirements expressed in these Terms and Conditions;
2. You will only use our website for lawful purposes, and will not use our website for sending, storing, or distributing any unlawful material, or for fraudulent purposes;
3. You will not use our services to cause nuisance, annoyance, or inconvenience;
4. You will not impair or harm the proper operation of our website and services;
5. You will not copy, or distribute any content contained within our website without written permission from us;
6. You will only use our website and services for your own use and will not resell any aspect of our website and services to a third party;
7. You own or control all rights in and to any information or property shared with us;

8. You will provide us with whatever proof of identity we may reasonably request;
9. You have not previously been suspended or removed from our website; and
10. Your use of our website and services complies with applicable laws and regulations.

Access and Conditions of Use

You may use our website and interact with us only for lawful purposes and in accordance with these Terms and Conditions. You agree:

1. You will not exploit or harm minors;
2. You will not transmit any advertising or spam material;
3. You will not impersonate CLOO or any person or entity associated with us; and
4. You will not engage in any conduct that challenges anyone's use or enjoyment of the website or services.
5. You will not use the website for any illegal, harmful or otherwise inappropriate purpose, as is determined by us in our sole discretion, and such behavior is a material breach of our agreement with you and shall result in the immediate termination of your membership with and authorization to use Our Service

We reserve the right to temporarily or permanently modify or discontinue our website or services with or without notice. We reserve the right to investigate and take appropriate legal action against anyone who violates these Terms.

Service Content, Software, and Trademarks

You acknowledge and agree that our website and services may contain content or features (“**website content**”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by CLOO, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on our website or website content, in whole or in part, except that the foregoing does not apply to your own feedback that you legally upload to our website. You may not access our website through robots, scraping tools, or similar data-gathering or extraction methods.

The CLOO name and logos are pending trademarks and service marks of CLOO (collectively the “**CLOO Trademarks**”). Other company, product, and service names and logos used and displayed via our website may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to CLOO. Nothing in these Terms or in our website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of CLOO Pending Trademarks displayed through our website, without our prior written permission in each instance. All goodwill generated from the use of CLOO Pending Trademarks will inure to our exclusive benefit. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available on or through our Website for commercial or public purposes. Unauthorized use of our Website may give rise to a claim for damages and/or may constitute a criminal offense.

If you believe that any content on our website infringes your intellectual property rights, including copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our designated copyright agent with the following information: (1) your contact information; (2) a description of the copyrighted work claimed to have been infringed; (3) the location of the alleged infringing content; (4) a statement that you have a good faith belief the use is not authorized; (5) a statement under penalty of perjury that the information is accurate and that you are the copyright owner or authorized to act on their behalf; and (6) your physical or electronic signature. Our designated agent for DMCA notices is listed in the Contact Us section.

Third-Party Material

Under no circumstances will CLOO be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content or information. You acknowledge that CLOO does not have a duty to pre-screen content, but that CLOO and its designees will have the right in their sole discretion to refuse or remove any content that is available via our website. This includes the right to remove any content that violates these Terms or is deemed by CLOO to be objectionable. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness,

or usefulness of such content.

Feedback Transmitted Through Our Services

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about our Services (“**feedback**”), provided by you to CLOO is non-confidential, and CLOO will be entitled to the unrestricted use and dissemination of this feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that CLOO may preserve content and may also disclose feedback or content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of CLOO, its users, and the public. You understand that the technical processing and transmission of our website, including your content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Third-Party Websites

Our website may provide links or other access to other third party sites and resources on the Internet. CLOO has no control over such sites and resources and CLOO is not responsible for and does not endorse such sites and resources.

Third-Party Advertising & Marketing

CLOO may employ third-party advertising and marketing to deliver ads, information, and other promotions to you, both through our website and other mechanisms. By agreeing to our Terms, you agree to receive such advertising and marketing from CLOO and our partners. If you do not wish to receive such advertising, you may notify us at the contact information provided below. CLOO may compile and release information regarding you and your use of our website on an anonymous basis as part of a customer profile or similar report or analysis. It is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through our website.

As-Is-Basis

YOUR USE OF OUR WEBSITE AND SERVICES AND YOUR INTERACTIONS WITH US IS AT YOUR SOLE RISK FOR WHICH WE SHALL NOT BE LIABLE. OUR WEBSITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, CLOO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

CLOO MAKES NO WARRANTY THAT (I) OUR WEBSITE OR OTHER SERVICES WILL MEET YOUR REQUIREMENTS, (II) OUR WEBSITE AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR WEBSITE AND SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR WEBSITE WILL MEET YOUR EXPECTATIONS. IT SHALL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT ANY PRODUCTS, SERVICES OR INFORMATION AVAILABLE THROUGH OUR SERVICE MEET YOUR SPECIFIC REQUIREMENTS. YOU AGREE TO ASSUME ALL RISKS AND LIABILITY RELATED TO THE CLOO PRODUCTS, WHETHER USED INDIVIDUALLY OR IN COMBINATION WITH OTHER PRODUCTS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CLOO WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CLOO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE OUR SERVICES OR ANY

CONTENT; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, TRANSMISSIONS, OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (V) ANY OTHER MATTER RELATING TO OUR SERVICES OR CONTENT. IN NO EVENT WILL CLOO' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID CLOO IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED U.S. DOLLARS (US \$100). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

Exclusion of Damages

To the extent permitted by applicable law, in no event shall the company, its employees, directors, agents, or affiliates be liable for any indirect incidental, special, consequential, or punitive damages, or any loss of profits or revenues whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from:

- Your access to or use of the website.
- Any interruption or cessation of transmission to or from the website.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through the website by any third party.
- Any errors or omissions in any content for any loss or damage incurred as a result of the use of any content posted, emailed transmissions, or otherwise made available via the

website.

Force Majeure

We shall not be liable for any failure or delay in the performance of our obligations under these terms due to causes beyond our reasonable control, including, but not limited to, acts of God, terrorism, war, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics, and public health emergencies, [s](#), strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

Indemnification

You agree to indemnify, defend, and hold harmless CLOO, its directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms or your use of the website and interactions with us, your violation of these Terms, or your violation of any rights of another. This indemnification obligation will survive the termination or expiration of these Terms.

Privacy

Your use of the website and services is also governed by our Privacy Policy. By using our website and services, you consent to the collection and use of your information in accordance with our Privacy Policy.

Right to Terminate

We reserve the right to terminate or suspend your access to the website and services at our sole discretion, without prior notice, for any violation of these terms and conditions or for any other reason.

Governing Law

These Terms will be governed by and construed under the laws of the State of Delaware without regard to conflict of law provisions. Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by binding arbitration in New Castle County, Delaware before a single arbitrator. The arbitration will be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. YOU AND CLOO AGREE THAT ANY ARBITRATION WILL BE CONDUCTED IN YOUR INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION, AND YOU EXPRESSLY WAIVE THE RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. You agree to submit to the personal and exclusive jurisdiction of the local courts located in New Castle County, Delaware and the federal courts located in the United States District Court for the State of Delaware for any matters not subject to arbitration under this section. CLOO may assign or transfer these Terms, in whole or in part, without restriction.

No Waiver & Severability

The failure of CLOO to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. In case any provision of these Terms is found by a court of competent jurisdiction to be invalid, the validity, legality, and enforceability of the remaining provisions will not be affected and remain in full effect. The parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.

Claim Limitations

To the fullest extent permitted by law, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of the use of our Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Entire Agreement

These Terms, together with our Privacy Policy and any additional terms expressly incorporated by reference, constitute the entire agreement between you and CLOO with respect to the Services and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral.

Contact Us

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