

# UPDATED: SEP 14, 2023 END USER LICENSE AGREEMENT (EULA)

Stackoon Corp.

16192 Coastal Highway, Lewes, DE 19958

#### **PARTIES**

Stackoon Platform ("Platform") is licensed to You as End-User ("Licensee") by Stackoon Corp. ("Licensor"), for use only under the terms of this License Agreement.

Licensor contact information: STACKOON CORP. 16192 Coastal Highway, Lewes, DE 19958, USA TAX ID: EIN 30-1356552 support@stackoon.io

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

# NATURE OF THE SERVICE

The platform allows Licensee to automate management of their stack of software tools that can be controlled via web browser ("Service"). Automation includes collection of the user account ("User") information from the Licensee's stack, along with activity information (if supported by the tool) and provides the ability to remove user accounts in case Licensee decides so. Additionally the platform can collect information about spend on the stack if the user decides to sync their financial tools with the platform. All actions related to data collection are controlled by Licensee and can be done only after Licensee's consent.

## REGISTRATION

To use our Services Licensee needs to create an Organization Workspace ("Organization") that represents the company in the Platform. In order to create an Organization navigate to <u>https://app.stackoon.io/signup</u> and authenticate yourself using Google or Microsoft.

### LICENSEE RESPONSIBILITIES

You may use our Services only as permitted by applicable law, including export control laws and regulations. You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Terms. You agree you will not:

- ★ provide access to or give any part of the Services to any third party
- ★ reproduce, copy, sell, trade or resell the Services
- ★ use the Service for any illegal purpose or in violation of any law

Stackoon grants to you a limited, nonexclusive, nontransferable right and license to use the Services. You are responsible for safeguarding your for restricting access to the Services from your devices and computers.

### **BETA SERVICES**

Sometimes we release features that are still in testing and evaluating mode ("Beta Services"). Beta Services are labeled "beta" and may not be as reliable as our other services. Beta Services are made available so that you can get early access to the newest features and we can collect your feedback. By using our Beta Services, you agree that we may contact you to ask for such feedback.

## **CANCELLATION AND TERMINATION**

You're free to stop using our Services at any time. You may cancel your account and delete all the data by submitting a request to <a href="mailto:support@stackoon.io">support@stackoon.io</a>.

We reserve the right to suspend or terminate your access to the Services with notice to you if you're in breach of these Terms. We'll provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted us to contact you and give you the opportunity to export your data from our Services.

## **DATA RETENTION AND DELETION**

Stackoon retains only essential personal data and only for the duration of the relevant business relationship.

You may request access to the Personal Data we maintain about you, update and correct inaccuracies in your Personal Data, restrict or object to the processing of your Personal Data, have your Personal Data anonymized or deleted, as appropriate, or exercise your right to data portability to easily transfer your Personal Data to another company. In addition, you also have the right to lodge a complaint with a supervisory authority, including in your country of residence, place of work or where an incident took place.

You may withdraw any consent you previously provided to us regarding the processing of your Personal Data at any time and free of charge. We will apply your preferences going forward and this will not affect the lawfulness of the processing before you withdraw your consent.

You may exercise these rights by contacting us at support@stackoon.io. Before fulfilling your request, we would need to ask you to provide reasonable information to verify your identity.

We honor and follow the requirements of California Consumer Privacy Act (CCPA) for California residents and General Data Protection Regulation (GDPR) for EU residents.

## **THIRD-PARTY SERVICES AND WEBSITES**

Our Services may contain links to third-party services and websites. Such services and their content are not under our control. Please be sure to review the terms of use and privacy policy of any third-party services before you share any information with such third-party services.

### LIMITED WARRANTY

THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. STACKOON DOES NOT WARRANT, REPRESENT OR GUARANTEE IN ANY WAY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### LIMITED LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL STACKOON BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, STACKOON WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

STACKOON WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. STACKOON AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

#### **MODIFICATIONS**

We may revise these Terms from time to time to better reflect changes to the law, new regulations, or improvements or made to our Services. The changes will be effective when posted through the Services, on our website for the Services or when we notify you by other means.

## **CLOUD INFRASTRUCTURE SECURITY**

The platform is hosted on AWS cloud servers and inherits the physical security and SLAs of the largest cloud services provider. We also enforce strict employee data handling policies, including limiting the administrator access to our production environment to just the CTO. Separate access controls are also applied at each layer of infrastructure via detailed IAM policies. All application and user access logs are stored centrally and monitored, and are ready to be provided for external security and privacy audits.

## **DATA ENCRYPTION AND HASHING**

We are paying specific attention to data security. All passwords and auth credentials are hashed and salted, all data in transit is 256-bit encrypted, all sensitive data is also encrypted at rest. Spending data from financial institutions is obtained through our partners - Plaid.com and GoCardless.com (ex Nordigen.com) - who only allow client requests using strong TLS protocols and ciphers. Additionally, all communication with financial institutions is transmitted over encrypted tunnels and all client communication utilizes cryptographically hashed headers and timestamps to verify authenticity.

## **ACTIVE THREAT MONITORING**

Stackoon uses industry-best logging & monitoring systems on both infrastructure and application levels. We use Mezmo (ex LogDNA) and NewRelic for centralized logging and continuous monitoring across the entire stack to detect and contain indicators of compromise such as account takeover attacks, password bruteforce, or stolen

credentials in real-time. This allows us to get a live and in-depth view of the network, infrastructure, applications and end-user experience. End-user auditable logs of key activities within a workspace can be provided upon request.

## **PRIVACY AND DATA HANDLING**

Stackoon doesn't require any Personally Identifiable Information (PII) except the name and email present in the user account. Any and all data that flows into a user account is treated as private, and is never shared with anyone else without the user's explicit permission. The user retains ownership of all the data that flows into the user account and can choose to delete all or parts of it at any time by sending the request to support@stackoon.io.

As a company that handles data of sensitive and confidential nature, we are fully aware of its custodial obligations. We have built a development process that requires minimal manual intervention, is constantly monitored, allows rapid response to issues, and encourages efficient software testing. We extensively utilize multiple staging and sandbox environments with mock data, while the production data is isolated and containerized. While we make sure every one of our employees understands their personal role in keeping your data safe from security compromises and data breaches, we additionally require every employee with even partial privileges to our production environment to sign NDAs and confidentiality agreements.

Users are provided with full control of their data, including the ability to delete any info on a particular app, payment method or the entire organization they created. Stackoon allows admin users to grant different permissions and access levels to their users so they control how the data in their workspace is shared with the team.