

# WINMOSTAR INC. TERMS OF USE

**Effective Date:** Sep 1<sup>st</sup>, 2025

These Terms of Use (“**Terms**”) govern your access to and use of the Winmostar software, documentation, websites, and related services (collectively, the “**Services**”) offered by **Winmostar Inc.**, a Washington State corporation (“**Winmostar**,” “**we**,” “**us**,” or “**our**”). By accessing or using the Services, or by agreeing via purchase documents or click-through, you (“**User**” or “**you**”) affirm that: (a) you have read, understood, and agreed to be bound by these Terms, and (b) if acting on behalf of an entity, you have authority to bind that entity to these Terms.

If any terms in your purchase order or other document conflict with these Terms, these Terms shall govern unless Winmostar expressly states otherwise in writing.

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## 1. License and Use Rights

We grant you a limited, non-exclusive, non-transferable, and revocable right to use the Services according to the license type and terms specified in your purchase documentation. Use is permitted solely by your authorized users and only for internal business or research purposes. Unauthorized uses—such as reverse-engineering, rental, sublicensing, or creation of derivative works—are prohibited.

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## 2. Account Security & User Obligations

You are responsible for all activities under your account. Keep login credentials secure, restrict access appropriately, and notify us promptly of any unauthorized use. You must also comply with applicable laws and refrain from using the Services in any harmful, infringing, or illegal manner.

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## 3. Software Updates & Third-Party Hosting

To support functionality and security, Winmostar may automatically apply software updates or patches. We’re not liable for temporary service disruptions resulting from maintenance or updates. If any third-party hosting terms apply, changes to those may affect your access, and modifications to these Terms or Services may be required accordingly.

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#### 4. Use of Data & Analytics

You retain ownership of the data you provide (“**Your Data**”). Winmostar may process or analyze Your Data - including anonymized usage metrics - to operate, maintain, and improve the Services. You represent that you have the necessary rights to permit such usage.

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#### 5. Intellectual Property

Winmostar and its licensors retain all ownership and IP rights to the Services, including software, content, and trademarks. Your access does not transfer any ownership rights. Any feedback or suggestions you provide may be used by Winmostar without restriction.

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#### 6. Disclaimer of Warranties

The Services are provided “**AS IS**” and “**AS AVAILABLE**,” without warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement. We do not guarantee uninterrupted or error-free operations.

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#### 7. Limitation of Liability

Except where prohibited by law, Winmostar and its affiliates shall not be liable for any indirect, incidental, special, or consequential damage arising from your use of—or inability to use—the Services. Our total liability is capped at the amount you paid for the applicable Services during the previous 12 months.

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#### 8. Indemnification

You agree to indemnify and hold Winmostar harmless against any third-party claims arising from your breach of these Terms, misuse of the Services, or violations of law—subject to Winmostar’s right to control defense.

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#### 9. Governing Law & Dispute Resolution

These Terms are governed by the laws of the State of Washington, without regard to its conflict-of-law rules. All legal proceedings must be brought in state or federal courts located in King County, Washington.

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## **10. Modifications & Termination**

Winmostar may modify these Terms at any time by posting a revised version. Continued use of the Services constitutes acceptance of changes. We may also suspend or terminate your access for violations, with or without notice.

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## **11. Severability & Entire Agreement**

If any provision is deemed invalid, it will not affect the enforceability of the remaining Terms. This is the complete agreement between us regarding the Services and supersedes prior representations.

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## **12. Assignment**

You may not assign these Terms without Winmostar's prior written consent. Winmostar may assign its rights and obligations at our discretion.

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Winmostar Inc.

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