E N D - U S E R
L I C E N S E A G R E E M E N T

wWork.app

This End-User License Agreement ("**Agreement**") is a binding legal contract between you ("you," "User," or "licensee") and **Westhill Companies LLC** ("**Company**," "**we**," "**us**," **or** "**our**"), located at 100 Avenue A, 7A, New York, NY 10009. This Agreement governs your access to and use of our web applications, software, application programming interfaces ("**APIs**"), integrations, plug-ins, software development kits, and related documentation, updates, and services we make available (collectively, the "**Software**").

PLEASE READ THIS AGREEMENT CAREFULLY. By downloading, installing, accessing, or using the Software, by clicking "I agree," or by otherwise indicating your acceptance, you confirm that you have read, understood, and agree to be bound by this Agreement and our Privacy Policy, which is incorporated by reference. If you do not agree, do not access or use the Software.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind that entity, in which case "you" refers to that entity.

1. License Grant

Subject to your continued compliance with this Agreement, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Software solely for your own personal or internal business purposes, in the manner permitted by this Agreement and any applicable order, plan, or documentation.

This Agreement governs a license to use the Software, not a sale. The Company and its licensors retain all right, title, and interest in and to the Software, and no rights are granted to you other than as expressly set out in this Agreement.

2. Definitions

- **"Software**" means the web applications, software, APIs, integrations, plug-ins, SDKs, and related materials made available by the Company.
- **"Content"** means any data, text, graphics, images, audio, video, code, or other materials available through or generated by the Software.
- **"User Content**" means any Content that you submit, upload, transmit, or create using the Software.
- **"Integration"** means any connection, plug-in, or interface between the Software and third-party product, platform, or service.
- **"Virtual Items**" means any in-application currency, credits, points, items, or other virtual assets that we may make available.

3. License Restrictions

Except as expressly permitted by this Agreement or applicable law that cannot be excluded by contract, you shall not, and shall not permit any third party to:

- copy, modify, adapt, translate, or create derivative works of the Software;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, or algorithms of the Software;
- rent, lease, lend, sell, sublicense, distribute, host as a service, or otherwise commercially exploit the Software, except as expressly authorized;
- remove, alter, or obscure any proprietary notices, labels, or marks on the Software;
- circumvent, disable, or interfere with security, access-control, rate-limiting, or other protective features of the Software;
- use the Software to build a competing product or service, or to copy any feature, function, or design of the Software;
- access the Software through automated means (e.g., bots or scrapers) except via APIs we provide and in accordance with their documentation; or
- use the Software in violation of any applicable law, regulation, or third-party right.

4. Accounts and Registration

Certain features require an account. You agree to provide accurate, current, and complete information and to keep it updated. You are responsible for safeguarding your credentials and for all activity that occurs under your account. You must promptly notify us of any unauthorized use or suspected security breach.

You must be at least the age of majority in your jurisdiction or have the consent of a parent or legal guardian, to use the Software. The Software is not directed to children under 13 (or the equivalent minimum age in your jurisdiction), and we do not knowingly permit such children to register accounts.

5. Acceptable Use

You agree not to use the Software to:

- upload, transmit, or distribute unlawful, infringing, defamatory, harassing, hateful, obscene, or other objectionable material;
- impersonate any person or entity, or misrepresent your affiliation;
- transmit viruses, malware, or other harmful code, or attempt to gain unauthorized access to any systems or data;
- engage in cheating, exploitation, use of unauthorized third-party software, or any activity that undermines the integrity of our games or services;
- collect or harvest data about other users without authorization; or
- interfere with, disrupt, or impose an unreasonable load on the Software or its infrastructure.

6. User Content

You retain ownership of your User Content. By submitting User Content, you grant the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to host, store, reproduce, modify, adapt, publish, translate, display, and distribute that User Content as necessary to operate, provide, improve, and promote the Software. You represent and warrant that you have all rights necessary to grant this license and that your User Content does not violate this Agreement or any third-party right. We may, but are not obligated to, review, monitor, or remove User Content at our discretion.

7. Integrations and Third-Party Services

The Software may interoperate with, link to, or depend on third-party products, platforms, APIs, and services that are not owned or controlled by the Company ("Third-Party Services"). Your use of any Third-Party Service is governed by that third party's own terms and privacy practices, and you are responsible for complying with them.

When you enable an Integration, you authorize the exchange of data between the Software and the relevant Third-Party Service to the extent necessary to provide the Integration. The Company is not responsible for the availability, accuracy, security, or conduct of any Third-Party Service, and makes no warranty regarding any Integration.

8. APIs and Developer Use

If we make APIs or developer tools available, your use of them is subject to this Agreement and any accompanying API documentation, usage limits, and developer policies. We may modify, throttle, or discontinue any API at any time. You shall not use our APIs to replicate the Software, to exceed published rate limits, or in any manner that could harm the Software.

9. Fees, Purchases, and Virtual Items

Some features, subscriptions, or Virtual Items may require payment. Prices and availability are subject to change. Unless otherwise stated or required by law, all fees are non-refundable and all purchases are final.

Virtual Items have no monetary value, are not redeemable for cash, and constitute a limited, revocable license to use, not property that you own. We may manage, regulate, modify, or eliminate Virtual Items at any time, with or without notice. Any balance of Virtual Items does not reflect any stored value.

10. Updates, Changes, and Availability

We may update, patch, modify, suspend, or discontinue the Software, or any feature of it, at any time. Updates may be applied automatically. We do not warrant that the Software will be available uninterrupted or error-free, and we may impose limits on certain features or restrict access without liability.

11. Intellectual Property

The Software, including all software, code, designs, text, graphics, logos, trademarks, and other materials (other than User Content and Third-Party Services), is owned by the Company or its licensors and is protected by copyright, trademark, and other intellectual property laws. All rights not expressly granted are reserved. "Westhill", "wWork" and associated names and logos are trademarks of the Company and may not be used without our prior written permission. If you provide suggestions, ideas, or feedback regarding the Software ("Feedback"), you grant the Company a perpetual, irrevocable, worldwide, royalty-free license to use and exploit that Feedback for any purpose without restriction or compensation to you.

12. Term and Termination

This Agreement applies for as long as you use the Software. You may terminate it at any time by ceasing all use and deleting the Software. We may suspend or terminate your access at any time, with or without notice, if you violate this Agreement or if we discontinue the Software. Upon termination, the license granted to you ends and you must stop using the Software. Sections that by their nature should survive termination (including ownership, disclaimers, limitations of liability, indemnification, and governing law) will survive.

13. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE. THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (US$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

15. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its affiliates and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Software, your User Content, or your violation of this Agreement or any applicable law or third-party right.

16. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of New York, without regard to its conflict-of-laws principles. Subject to the arbitration provision below, you and the Company consent to the exclusive jurisdiction of the state and federal courts located in New York County, New York.

Arbitration; Class-Action Waiver. Except for claims that may be brought in small-claims court, any dispute arising out of or relating to this Agreement or the Software shall be resolved by binding individual arbitration rather than in court. You and the Company waive any right to a jury trial and to participate in a class or representative action.

17. Export Compliance and Sanctions

You represent that you are not located in, and will not use the Software in, any country or by any person subject to applicable export-control or sanctions laws, and that you will comply with all such laws in connection with your use of the Software.

18. Changes to this Agreement

We may modify this Agreement from time to time. If we make material changes, we will provide notice by reasonable means, such as posting the updated Agreement with a new effective date or notifying you within the Software. Your continued use of the Software after the changes take effect constitutes acceptance of the revised Agreement.

19. General

- Entire Agreement. This Agreement, together with the Privacy Policy and any documents expressly incorporated, is the entire agreement between you and the Company regarding the Software.
- Severability. If any provision is held unenforceable, the remaining provisions remain in full force and effect.
- No Waiver. Our failure to enforce any provision is not a waiver of our right to do so later.
- Assignment. You may not assign this Agreement without our prior written consent. We may assign it freely.
- Force Majeure. We are not liable for any delay or failure caused by events beyond our reasonable control.
- Notices. We may provide notices to you within the Software or by email. You may contact us at the address below.

20. Contact

Questions about this Agreement may be directed to:

Westhill Companies LLC
100 Avenue A, 7A
New York, NY 10009

Email: info@westhill.co

Effective Date: January 1st, 2026