

Terms Of Service

1. Introduction

Thank you for visiting Inboxbooster.com, a service of Manycore Corporation. These terms of service, privacy policy <https://inboxbooster.files.wordpress.com/2022/07/ccp-a-privacy-policy-for-california-residents-1.pdf> and your order form (collectively, the “Agreement”) reflect the terms and conditions agreed upon between User (sometimes referred to as “you” or “your”) and Manycore Corporation (sometimes referred to as “we,” “us,” or “our”) regarding the services identified on the order form. References herein to an order form (“Order Form”) mean either a subscription order form or a work order form. If a conflict exists between the Terms of Service and an Order form, the Order form (accepted by Manycore) will control.

Please read these Terms of Service carefully, as you must agree to both documents in order to have permission to use our Service.

2. Definitions

Throughout this Agreement, we may use certain words or phrases, and it is important that you understand the meaning of them. The list is not all encompassing and no definition should be considered binding to the point that it renders this Agreement nonsensical:

“Agreement” refers to these Terms of Service, privacy policy and if a Service is ordered, as combined with the order form;

“Manycore” refers to our company, known as “Manycore Corporation .”;

“Order Form” refers to either a subscription order form for the subscription of a Inboxbooster plan or to a work order form for auxiliary services;

“Service” refers to the services that we provide through our Site, including our Software as a Service (“SaaS”) and our Site itself as well as any auxiliary professional services such as custom integrations, API or development consulting, training, etc.;

“Site” refers to our website, www.inboxbooster.com ;

“User” refers to anyone who uses our Service, including general visitors to our Site;

“We,” “us,” or “our” refers to Manycore Corporation;

“You” refers to you, the person who is entering into this Agreement with Manycore Corporation.

3. Description of Service

Inboxbooster is a deliverability platform that tells you for each of your campaigns if they end up in Spam/Promotions on Gmail, Outlook, Yahoo, etc.[™].

4. Eligibility

In order to use our Service, you must meet a number of conditions, including but not limited to:

- You must not be in violation of any embargoes, export controls, or other laws of the United States or other countries having jurisdiction over this Agreement, Manycore, and yourself. For example, if the Office of Foreign Assets Control prohibits conducting financial transactions with nationals, residents, or banks of your country, you must not use our Service.
- You must be the minimum age required to enter into a contract in the area in which you reside, and, in any event, must not be less than 18 years of age.
- You must not sign up on behalf of any natural person other than yourself.
- You must, if signing up on behalf of a person other than a natural person, have the authority to bind that person to this Agreement, and you hereby represent that you are binding both that person and yourself to this Agreement, and that both that person and yourself shall be held jointly and severally liable for any breaches of this Agreement.
- You must provide us with personal information, payment information, and other information that we deem necessary to provide you with our Service.
- You must properly report all income and contracts as required to the Internal Revenue

Service and any other governmental entity that may require it.

5. **Nature of Service**

Manycore is offered on an “as-is”, “where-is” basis.

You agree that:

- We make no warranties or representations in regard to the suitability of using our Service for your purposes, and that you are solely responsible for determining whether Inboxbooster is fit for your intended purpose or purposes.
- We make no representations or warranties in relation to uptime vis-à-vis its servers, or uninterrupted or error-free service, except what is provided in a service level agreement (“SLA”), if any, entered into between the parties.
- We are not providing legal, tax or any accounting advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility. You are solely responsible for complying with laws and regulations applicable to your real estate broker activity and your use of the Service.
- We reserve the right to edit, suspend, or refuse to publish or perform any Service that we believe would violate a third party’s rights or expose us to liability and will notify you, with appropriate evidence.
- We may routinely modify our systems and Services from time to time.
- We may discontinue a Service at any time, at our discretion, and substitute one or more Services of comparable value subject to User’s right to immediately terminate this Agreement if any substitution of Services is deemed to be materially significant by User.
- We may refuse, modify, or remove from any Service content we deem to violate applicable law, our legal rights, or the rights of a third party. We may terminate the Service if we determine other remedies are ineffective.
- We may engage third parties to provide or fulfill the Services. You authorize us to engage third parties as necessary to provide you the Service, provided that we will be responsible for the performance of such third parties.

You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the Services. We will not disclose your content except in support of the use of the Services or unless required by law. We will not assume any responsibility for determining the purposes for which and the manner in which personally identifiable information and data are processed.

Further provisions regarding handling of personal data of California residents are set forth in section 24.

We will provide notice to you of any unauthorized third-party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to re-mediate identified security vulnerabilities.

You grant Manycore a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

6. **Rules of Use**

You agree not to:

- Violate the laws of the United States, its states, or any foreign political entity having jurisdiction over this Agreement, whether or not the foreign political entity is a country or a subdivision (such as a state or province) or municipality (such as a city, town, county, or region) of a foreign country.
- Post or send anything violent, threatening, pornographic, racist, hateful, or otherwise objectionable according to the opinion of Manycore.
- Infringe on anyone’s intellectual property rights, defame anyone, impersonate anyone, or otherwise violate the rights of a third party.
- Hack, crack, phish, SQL inject, introduce any spyware, malware, viruses, Trojan horses, back-doors or other software exploits or otherwise compromise the security or integrity of the Inboxbooster Site, Service, or its Users’ computers.

- Subcontract, sub-license, distribute, sell the Inboxbooster Service to any third party.
- Do anything else which could bring Manycore into disrepute or violate the rights of any person.
- Use any means to discern the source code of our products and/or Services.

7. **Term and Termination**

The term and any renewal terms for the product are described in the Order Form. The Agreement will become effective, without further notice of acceptance, when we accept your Order Form in our headquarters in San Diego, CA ("Effective Date"). Unless indicated otherwise in the Order Form, the Agreement will continue for the remainder of the month in which it was accepted, plus the number of months indicated on the order form as the initial term or the renewal term ("Order Term").

Following an Order Term, Services will automatically continue in effect at then-current list pricing until the parties agree on a renewal order or until one party terminates the Agreement in accordance with this Section 7.

All cancellation requests must be made via email and sent to [\[insert support email\]](#). Your cancellation request will be reviewed within 7 business days.

We may suspend or limit your use of our products or professional services or terminate the Agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the Agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement.

You may terminate the Agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days. If the parties cannot reach mutual agreement on the material changes within 30 days, you may terminate the Agreement immediately on written notice.

Upon termination, all licenses end immediately. Termination of the Agreement will not relieve you of

your obligation to pay us any amounts you owe up to and including the date of termination.

8. **Payment, Refunds, and Pricing**

Payment can be made by means of a credit card. Unless otherwise stated, all prices are listed in United States dollars. Once a payment processed no refunds shall be granted, even on a *pro rata* basis. Additional terms surrounding payment, refunds, and pricing may be published on our Site and are hereby incorporated into this Agreement by reference.

9. **Discounts**

Manycore may, but is not obligated to,

- offer discounts from time to time. The discounts provided will be made according to the information published on our Site, and if any information is conflicting, the terms most beneficial to Manycore shall take effect.
- refuse to provide such discount offers for any reason including, but not limited to, fraud, mistake on the part of our publication of information, actual or expected financial hardship, sale of all or part of our business.

10. **Chargebacks and Credit Card Cancellations**

Where a User conducts a chargeback against Manycore, such User shall be liable to Manycore for the full amount of the chargeback, as well as any reasonable attorneys' fees, collection agency fees, court costs, disbursements, and other expenses incurred in the enforcement of its rights under this section.

Where a User's credit card cannot be charged for a recurring subscription, such User's access to our Service shall be terminated upon completion of the most recently paid subscription period, and all data associated with such User may be deleted by Manycore without notice. Without limiting Manycore's rights under this section of the Agreement, Manycore may, but is not required to, attempt to contact a User to permit the User to remedy the payment issue prior to taking any steps to effect Service termination or data deletion.

11. **Our Copyright**

You agree not to copy, distribute, display, disseminate, or otherwise reproduce any of the information on the Site, nor modify, translate or create derivative works of our Site and Services, without receiving our prior written permission. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

12. Trademarks

“Inboxbooster[™]” is a trademark used by Manycore Corporation to uniquely identify our Site, Service, and business. You agree not to use this phrase anywhere without our prior written consent. Additionally, you agree not to use our trade dress, or copy the look and feel of our Site or its design, without our prior written consent. You agree that this paragraph goes beyond the governing law on intellectual property law and includes prohibitions on any competition that violates the provisions of this paragraph, including starting your own competing website or business.

13. Revocation of Consent

We may revoke our consent for your use of our intellectual property, or any other permission granted to you under this Agreement, at any time. You agree that if we so request, you must take immediate action to remove any usage of our intellectual property that you may have engaged in, even if it would cause a loss to you. Manycore shall make user data available for download by User for a period of seven business days following any revocation of consent.

14. Limitations of Warranties & Liabilities

WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE MERCHANTABILITY OF OUR SERVICE OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU AGREE THAT YOU ARE RELEASING US FROM ANY LIABILITY THAT WE MAY OTHERWISE HAVE TO YOU IN RELATION TO OR ARISING FROM THIS AGREEMENT OR OUR SERVICES, FOR REASONS INCLUDING, BUT NOT LIMITED TO, FAILURE OF OUR SERVICE, NEGLIGENCE, OR ANY OTHER TORT.

To the fullest extent permitted by applicable law, in no event will Company or its affiliates, contractors, employees, officers, agents, counsel, or third party

partners, licensors, or suppliers’ total liability to you for all damages, losses, and causes of action, arising out of or relating to the use or misuse of the Website, or any part thereof, (whether in contract, tort, warranty or otherwise) exceed the amount paid by you, of any, to Company during the six months period immediately preceding the date of the claim or fifty US dollars, whichever is lesser.

YOU AGREE THAT WE ARE NOT RESPONSIBLE IN ANY WAY FOR DAMAGES CAUSED BY THIRD PARTIES WHO MAY USE OUR SERVICES, INCLUDING BUT NOT LIMITED TO PEOPLE WHO COMMIT INTELLECTUAL PROPERTY INFRINGEMENT, DEFAMATION, TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS, OR ANY OTHER ACTIONABLE CONDUCT TOWARDS YOU.

YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY FAILURE ON THE PART OF A PAYMENT PROCESSOR TO DIRECT PAYMENTS TO THE CORRECT DESTINATION, OR ANY ACTIONS ON THEIR PART IN PLACING A HOLD ON YOUR FUNDS.

UNLESS A SLA IS IN PLACE, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY FAILURE OF THE GOODS OR SERVICES OF OUR COMPANY OR A THIRD PARTY, INCLUDING ANY FAILURES OR DISRUPTIONS, UNTIMELY DELIVERY, SCHEDULED OR UNSCHEDULED, INTENTIONAL OR UNINTENTIONAL, ON OUR WEBSITE WHICH PREVENT ACCESS TO OUR WEBSITE TEMPORARILY OR PERMANENTLY.

THE PROVISION OF OUR SERVICE TO YOU IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. NOTHING IN THE PROVISIONS OF THIS “REPRESENTATIONS & WARRANTIES” SECTION SHALL BE CONSTRUED TO LIMIT THE GENERALITY OF THE FIRST PARAGRAPH OF THIS SECTION.

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of

any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

15. **Indemnity**

You agree to indemnify and hold us harmless for any claims by you or any third-party actions, causes of action, liability, damages, reasonable costs, and expenses, including reasonable attorneys fees (collectively, "Losses") which may arise from or relate to this Agreement or the provision of your use of our Service, including any damages caused by your use of our Site or acceptance of the offers contained on it, including but not limited to claims that: content or materials you provided to us for use in the delivery of the Services, infringes on a third party's intellectual property rights; the Services you approved includes content that is false, offensive, deceptive, or defamatory, or may otherwise cause harm to us or a third party; content or materials you provided to us contained bugs, viruses, or malicious code; your use of the Services failed to comply with applicable laws, rules, or regulations; or you failed to comply with applicable third-party terms of service made known to you by us. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. This Section 15 does not apply to Losses resulting from the gross negligence or intentional misconduct of Manycore. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim, and you shall be liable for the damages as though we had proceeded with a trial.

17. **Choice of Law**

This Agreement shall be governed by the laws in force in the State of California. The offer and acceptance of this contract are deemed to have occurred in the State of California.

18. **Forum of Dispute; limitations of Claims**

Any dispute, claim or controversy arising out of or relating to this Agreement or the other agreements and documents contemplated hereby or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or

applicability of this Agreement to arbitrate, shall be determined by arbitration in San Diego, California, before one (1) arbitrator. The arbitration shall be administered by JAMS (or any like organization successor thereto). The arbitrator shall follow any applicable federal law and California state law in rendering an award. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties further understand and agree that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof. If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorneys' fees, court costs, and disbursements in doing so. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Notwithstanding the foregoing, you and we both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

You agree that the unsuccessful party in any dispute arising from or relating to this Agreement will be responsible for the reimbursement of the successful party's reasonable attorneys' fees, court costs, and disbursements.

No claim arising out of or related to any Service may be brought by either party more than 18 months after the Service ends, except that we may bring an action to collect unpaid charges at any time prior to the expiration of the applicable statute of limitations.

18. **Force Majeure**

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control (“Force majeure Events”), including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, pandemics, shortage of components, or any other event beyond our control. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 45 days or more. Such termination shall take effect fifteen (15) days after notification. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

19. **Severability**

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement are deemed to conflict with each other’s operation, Manycore shall have the sole right to elect which provision remains in force.

20. **Non-Waiver**

Manycore reserves all rights afforded to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

21. **Assignment of Rights**

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

22. **Amendments**

Manycore may amend this Agreement from time to time. When we amend this Agreement, we will e-mail you to inform you that there has been a change and update this page accordingly. Your continued use of our Service shall constitute your acceptance of any such amendments.

23. **Third Party Providers**

Our Service may include data and/or software from third parties. Some third-party providers require us to pass additional terms through to you. The third-party providers change their additional terms occasionally and new third party providers are added from time to time. You agree to comply with all applicable third-party additional terms.

24. **California Users and Residents**

Pursuant to *California Civil Code* Section 1789.3, any questions about pricing, complaints, or inquiries about Manycore must be addressed to our agent for notice and sent via certified mail to that agent. For our agent’s most current contact information, please send a request to ntoper@manycore.io

CCPA Compliance. The parties acknowledge that the use of the Service may lead to the collection of data that constitute "Personal Information" of a "Consumer" as defined by the California Consumer Privacy Act of 2018, as amended (the “CCPA”) and, therefore, could be subject to the CCPA. As a result, User may receive requests by Consumers asserting their rights under the CCPA with respect to the Personal Information (hereinafter, "Consumer Requests").

Manycore will ensure that User has the ability when using the Service or at the termination of the Service to remove any Personal Information it has collected and comply with the Consumer Request within the time period set forth in the CCPA. We are committed to processing personal data in accordance with international legal standards, including the General Data Protection Regulation (GDPR) and other applicable data protection laws. Internal company policies and procedures govern our internal networks and systems and the processing of personal data related to employees and other authorized network users. Data Processing Addendum are available upon request.

Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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