

Terms of Use

1 Acceptance of the Platform Terms and Conditions of Use.

1.1 Binding Agreement.

These terms and conditions of use ("Terms and Conditions") constitute a legal agreement by and between you and Aicumen Technologies Inc. ("Aicumen" "we," "us," "our"), and govern your access to and use of our websites, the Tracy mobile applications, the Tracy web applications, Tracy API and our services (our websites, and our services, collectively the "Platform"). These Terms and Conditions also govern the content you upload to the Platform and the content made available through the Platform.

1.2 ACCEPTANCE.

BY USING THE PLATFORM OR BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT <https://www.gettracy.app/privacy-policy.html> HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE PLATFORM.

1.3 Age of Majority.

By using this Platform, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with Aicumen and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

1.4 Entities.

If you are using or accessing our site on behalf of an entity, then you represent and warrant that you: (i) are an authorized representative or agent of that entity with the authority to bind such entity to these Terms and Conditions; and (ii) agree to these Terms and Conditions on behalf of such entity. In such a circumstance, the words "you" and "your" as used in these Terms and Conditions will refer to and apply to both that entity and you personally.

1.5 NOTICE OF BINDING ARBITRATION;

WAIVER OF CLASS ACTION. THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 16.1 WHICH PROVIDES THAT YOU WILL RESOLVE ALL DISPUTES THROUGH MANDATORY AND BINDING ARBITRATION, UNLESS YOU OPT OUT THROUGH THE MECHANISM PROVIDED IN THESE TERMS AND CONDITIONS OR ARE IN A PROVINCE, STATE, OR COUNTRY IN WHICH THE COURTS WILL NOT PERMIT YOU TO CONSENT TO BINDING ARBITRATION. THIS MEANS THAT, IN THE EVENT OF A DISPUTE WITH AICUMEN, YOU WILL NOT BE ABLE TO HAVE THAT DISPUTE RESOLVED

BY A JUDGE OR A JURY. ADDITIONALLY, IN SECTION 16.2 OF THESE TERMS AND CONDITIONS, YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS AGAINST AICUMEN. PLEASE CAREFULLY READ SECTIONS 16.1 AND 16.2.

2 DEFINITIONS

2.1 In these Terms and Conditions:

- (a) “Affiliate” means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person;
- (b) “Control” (and the terms “Controlled by” and “under common Control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise;
- (c) “Person” means an individual, corporation, partnership, unlimited liability company, governmental authority, unincorporated organization, trust, association or other entity;
- (d) “Tracy API” means the application program interfaces (APIs) for Tracy, and all related code, software development kits (SDKs), developer tools, technical documentation, Updates and other related materials, whether tangible or intangible, in any medium or form, that are made available by Aicumen, or, Aicumen’s Affiliates, on our websites or as otherwise provided to you;
- (e) “Update” means all updates, upgrades, bug fixes, patches, and other modifications to the Tracy API;
- (f) “User” means any user of the Platform.

3 MODIFICATIONS TO THE TERMS AND CONDITIONS AND TO THE PLATFORM

3.1 Modifications to Terms.

We reserve the right to amend these Terms and Conditions and any document referred to herein, or any part thereof, at any time, by posting the amended version on this site or by providing you notice at the email address associated with your account on the Platform (“Account”). Such amendment will become effective and apply to you seven days after such notice unless prior to such amendment taking effect: (a) if you do not have an Account, you cease using the Platform; or (b) if you have an Account, you terminate your Account in accordance with Section 4.8 (provided that thereafter you do not access or use the Platform). Your continued use of the Platform after such seven day notice period confirms your consent

to and acceptance of such amendment, even if you terminated your Account. The most current version of these Terms and Conditions will govern your use of the Platform, including without limitation any content made available on the Platform. These Terms and Conditions may not be amended in any other way except through a written agreement by authorized representatives of each party.

3.2 Modification to Platform.

The information, services, and content on this Platform, and the Platform itself may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is restricted to users or unavailable at any time or for any period

4 ACCOUNT SET-UP AND SECURITY

4.1 Responsibility for Access.

You are solely responsible for all costs, expenses, and liabilities related to your access and use of the Platform. For example, you are responsible for (a) your internet, wireless, and data costs incurred in connection with your use or access of the Platform; and (b) obtaining and maintaining any device or other hardware or software you use to access and use the Platform. Availability of the Platform is subject to your continued access to sufficient internet and/or data services.

4.2 Device Limitations.

We do not guarantee that the Platform will work on all devices. You are solely responsible for obtaining and maintaining compatible devices necessary to access and use the Platform, as updated from time to time.

4.3 Registration.

To access and use certain areas, services, and features of our Platform, you must first complete the registration process to create an Account, which may involve registering a unique user name and password (collectively, "Credentials"), identifying your user type, and providing us with any other information we request on the Account registration form.

4.4 No Account Sharing.

Your Account and Credentials are specific to you and may not be shared with or transferred to any other person. You are solely responsible for maintaining the confidentiality of your Credentials and you will be held responsible for any harm caused by disclosing or resulting from any unauthorized use of your Credentials. You will not permit any other person to use your Account or Credentials, and you will immediately notify Aicumen if you know or suspect that your Account or Credentials have been used by any other person. You shall not use or access an Account which is not your own. You must exercise caution when accessing your Account from a public or shared computer so that others are not able to view or record your

password or other personal information. You also agree to ensure that you logout from your Account at the end of each session.

4.5 Registration Data.

During the registration process, you will provide true, accurate, current and complete information about yourself as prompted by the Platform's registration form (such information being the "Registration Data"). You will also maintain and promptly update the Registration Data and other Account data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or complete, or if Aicumen has reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete, Aicumen has the right to suspend or terminate your Account and refuse any and all current or future use of the Platform (or any portion thereof) by you.

4.6 Further Matters Concerning your Account.

Aicumen may act upon any communication that is given through your Account or by using your Credentials. Aicumen is not required to verify the actual identity or authority of a person using your Account or Credentials, but Aicumen may in its discretion at any time require verification of the identity of a person seeking to access your Account and may deny access to and use of your Account if Aicumen is not satisfied with the verification. If Aicumen, in its discretion, considers your Account or Credentials to be unsecure or to have been used inappropriately, then Aicumen may immediately cancel the Account or Credentials without any notice to you. We may require you to change your Credentials from time to time.

4.7 Suspension or Termination of Account.

We reserve the right at any time and from time to time, to disable or terminate your Account, any user name, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

4.8 Account Deletion.

To delete your Account, you must email us at info@aicumen.com with your deletion request and provide us with all information we request.

5 ADVERTISEMENTS AND PAYMENT.

5.1 Advertisements.

Advertisements respecting our products and services on the Platform are invitations to you to make offers to purchase products and services and are not offers to sell. A properly-completed order on the Platform by you constitutes only your offer to purchase the products or services in your order, even if Aicumen has processed payment for such offer. Your order will be accepted only if and when Aicumen sends a purchase confirmation email to the email address you provided during your registration or order process. If Aicumen does not accept your order in whole or in part, Aicumen will refund any amounts paid by you to Aicumen for the order or part of the order not accepted.

5.2 Corrections.

Any price offers or advertisements given by Aicumen will be valid for the period stated on the offer or advertisement, except that Aicumen reserves the right to reject any sale for any reason, including without limitation for typographical errors, illustrative errors, or a misprint in the price offer or advertisement. In the event of a pricing mistake, we will not be bound by the incorrect price.

6 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

6.1 Your Content.

(a) Portions of this Platform allow Users to submit, upload, post, store, share, and receive content (such information and content, "User Content"), such as location and health data. Aicumen is not responsible for screening or reviewing any User Content before it is uploaded or transmitted; You understand and agree that you, not Aicumen, are fully responsible for any User Content you submit or contribute, and you are fully responsible and legally liable including to any third party for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any of your User Content or any other user of the Platform. However, even though we have no responsibility for such content, we reserve the right to review and delete User Content that violates these Terms and Conditions or for any other reason in our sole discretion.

(b) Please note that User Content uploaded on the Platform does not necessarily reflect the views of Aicumen, and Aicumen disclaims all responsibility for any such content and for any losses or expenses resulting from their use or appearance on this Platform.

6.2 Sharing.

Our Platform allows you to share your User Content with other people in an anonymized manner including with others, government authorities, civic authorities, health service providers.

6.3 Indexing.

Our Platform allows you to index your User Content with our search engine Lens. You acknowledge that if you index your User Content, others will be able to find and access your User Content.

6.4 Removal of Content

Although Aicumen is not responsible for screening, monitoring, or removing User Content, you agree that Aicumen has the right (but not the obligation) to screen, monitor, refuse, remove, modify, or delete any User Content that is available via the Platform that violates these Terms and Conditions, or is otherwise objectionable, in our sole and arbitrary discretion. You acknowledge and expressly consent to Aicumen, accessing, preserving, and disclosing your Account information, User and Content if required to do so by law or if in good faith Aicumen believes that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c). respond to claims that any User Content or violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety or security of Aicumen, or our Affiliates, staff, users, or the public.

6.5 Feedback.

We value your visit to this Platform and welcome any questions, comments or feedback you might have about this Platform, these Terms and Conditions, or any of the products or services offered by Aicumen ("Feedback"). Please refer to the Contact section of this Platform for contact information. That said, any Feedback you supply to us will not be kept confidential. For that reason, you should not submit or send to us any patentable ideas or patent applications, advertising or marketing suggestions, know-how, trade secrets, prototypes or any information, written or oral, which you regard as confidential or commercially sensitive or valuable (collectively referred to as "Unwanted Submissions"). While we value your feedback, you agree not to submit any Unwanted Submissions. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions. You agree we are free to use your Unwanted Submissions as we see fit without any liability owed to you.

6.6 License to Feedback and Submissions.

If you provide Feedback, or Unwanted Submissions, you grant Aicumen a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, and fully sub-licensable right to use, reproduce, publish, distribute, publicly display, publicly perform, translate, adapt, modify, telecommunicate, rent out, commercialize, monetize, and create derivative works from the Feedback or Unwanted Submissions in any way and for any purpose without providing any compensation to you or any other person. You also grant Aicumen the right to use the name you submit with the User Content or Feedback, if any, in connection with Aicumen's rights hereunder.

6.7 Trademarks.

Aicumen's name, the Aicumen Technologies trademark, the Aicumen Operations trademark, the Tracy trademark, the Aicumen logo, the Tracy logo, and all related names, logos, product and service names, designs, images and slogans are trademarks of Aicumen or its Affiliates or licensors. You must not use such marks without the prior written permission of Aicumen. Other names, logos, product and service names, designs, images and slogans mentioned, or which appear on this Platform are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the property owner and may be a violation of federal or other laws and could subject the violator to legal action. Aicumen, Aicumen Technologies Inc., and the Aicumen logo are trademarks of Aicumen Technologies Inc.

6.8 Open Source Components.

We love open source. Some of the software components in our Platform may be offered under an open source license. We will make those opensource licenses available to you. Some of these Terms and Conditions may be overridden by such open source licenses.

6.9 Infringing Content and DMCA.

As copyright holders ourselves, we respect copyright holders' rights and will quickly respond to any claims of copyright infringement reported on our Platform. If you find anything on our Platform that you believe infringes your copyright or the copyrights of a person you are authorized to represent, please report the alleged infringement to us.

7 CONDITIONS OF USE AND SITE CONTENT STANDARDS

7.1 Condition to Use of Platform.

As a condition of your access and use you agree that you may use the Platform only for lawful purposes and in accordance with these Terms and Conditions.

7.2 Acceptable Use.

You shall not misuse our Platform or assist or permit any other person's misuse of our Platform. Without limiting the generality of the foregoing or anything else in these Terms and Conditions:

- (a) you warrant and agree that your use of the Platform and your User Content will not:
 - (i) in any manner violate any applicable federal, provincial, state, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy

(ii) without limiting the generality of section 7.2(a)(i), infringe, violate, or misappropriate the intellectual property rights, personality rights, or privacy rights of any third party

(iii) involve, include, or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such prohibited ground or be otherwise objectionable;

(iv) involve stalking, attempting to exploit any individual or harm minors in any way by exposing them to inappropriate content or otherwise nor asking for persona information;

(v) involve, provide, or contribute any false, inaccurate or misleading information;

(vi) involve or include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with these Terms and Conditions;

(vii) involve impersonating any person or entity or falsely stating or misrepresenting your affiliation with a person or entity;

(viii) involve or include engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm Aicumen, Aicumen's Affiliates, or Users or expose them to liability;

(ix) involve or include causing annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person;

(x) involve or include sending spam or unsolicited commercial electronic messages;

(xi) promote any illegal activity, or advocate, promote, or assist any unlawful act;

(xii) give the impression that your User Content originates from or is endorsed by us or any other person or entity, if this is not the case; or

(xiii) involve or include acts or omissions that may be considered defamatory, discriminatory, fraudulent, tortious, or otherwise malicious or harmful to any person; and

(b) you agree not to use, or permit any other Person to use the Platform if using the Platform is unlawful or illegal in your jurisdiction; and

(c) you agree not to:

- (i) access content and data that is not intended for you;
- (ii) attempt to breach or breach the Platform's security and/or authentication measures;
- (iii) restrict disrupt or disable service to users, hosts, servers or networks;
- (iv) illicitly reproduce TCP/IP packet header;
- (v) disrupt network services or otherwise disrupt our ability to monitor the platform;
- (vi) use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;
- (vii) introduce or distribute any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (viii) attack the Platform via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing;
- (ix) not to use scrapers, indexing tools, or other automated tools for the purposes of data mining or surveying on the Platform
- (x) not to mirror, frame, or link to any part of the Platform
- (xi) not to harvest or otherwise collect, use or disclose personal information about Platform users, including email addresses, without their prior consent and then only in compliance with applicable data protection and privacy laws;
- (xii) not to reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell or otherwise make available to any third party or otherwise publish, deep-link, create derivative works from or exploit in any way the Platform or its content except as permitted by us under these Terms and Conditions or under an applicable open source license, or as expressly provided under applicable law; and
- (xiii) not to otherwise attempt to interfere with the proper working of the Platform.

7.3 API.

If you use or access the Tracy API, you agree to cause users of your application, website, or other product or service that accesses or uses the Tracy API to agree with these Terms and

Conditions (including, without limitation, Section 7.2) as if they were direct Users of the Platform.

8 SITE MONITORING AND ENFORCEMENT, SUSPENSION AND TERMINATION

8.1 Company has the right has the right, without provision of notice to:

(a) Remove or refuse to upload, store, or share on the Platform any User Content for any or no reason in our sole discretion;

(b) Remove or de-index content;

(c) Delete Content;

(d) At all times, to take such actions with respect to any User Content deemed necessary or appropriate in our sole discretion, including without limitation, for violating the Terms and Conditions;

(e) Take appropriate legal action, including without limitation, referral to law enforcement, regulatory authority or harmed party for any illegal or unauthorized use of the Platform. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform; and

(f) Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms and Conditions.

8.2 YOU WAIVE AND HOLD HARMLESS AICUMEN AND ITS AFFILIATES, LICENSEES (EXCLUDING YOU AND OTHER USERS) AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY AICUMEN AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER AICUMEN OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

8.3 We have no obligation, nor any responsibility to any party to monitor the Platform or use, and do not and cannot undertake to review material that you or other users submit to the Platform. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

9 RELIANCE

9.1 No Professional Advice.

The content on our Platform is provided for general information purposes only. It is not intended to amount to advice on which you should rely and does not constitute technical, financial, tax, medical, or legal advice or any other type of professional advice. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our Platform.

9.2 Availability.

We do not represent, warrant or guarantee in any way the Platform's continued availability at all times or uninterrupted use by you of the Platform. You acknowledge that access and use of the Platform may be subject to bugs, malfunctions, delays, and downtime. You recognize that, due to the nature of the internet and electronic devices, your access and use of the Platform may be inhibited or affected by factors outside of our control.

9.3 Accuracy of Content.

Although Aicumen reserves the right to screen, monitor, edit, review or remove content from the Platform, we do not represent, warrant or promise (whether expressly or by implication) that any content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose. Your use of the Platform and any reliance you may place on the information on the Platform is at your own risk and we may suspend or terminate operation of the Platform at any time at our sole discretion. Aicumen has no responsibility or liability whatsoever for your use of this Platform. Nothing in these Terms and Conditions shall operate to prejudice any mandatory statutory requirement or your statutory rights.

9.4 Beta.

From time to time we make available certain features and services on the Platform that we are still testing and developing. We will mark these features and services (collectively "Beta Services") as alpha, beta, demo, demonstration, evaluation, trial, early access, or preview (or some other words which impart a similar meaning). You acknowledge that these Beta Services might not function as intended and agree not to use them unless you accept the risks of using pre-release technologies.

9.5 Technical Support.

Aicumen has no obligation under these Terms and Conditions to provide any maintenance, support, or, except as expressly set out herein, services related to the Platform, unless expressly agreed to by Aicumen in writing pursuant to a supplementary agreement.

10 THIRD PARTY WEBSITES, CONTENT, AND PROVIDERS

10.1 Third Party Content.

This Platform includes content provided by third parties, including from other Users and third-party licensors. We make no representations or warranties about any other websites or content that may be accessed from this Platform. All statements and opinions expressed in any such third-party content, other than the content provided by Aicumen, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of Aicumen. Aicumen is not responsible, or liable to you or any third party, for the content or accuracy of any third-party materials. If you choose to access any such websites or content, you do so at your own risk. Your accessing such third-party websites or content may subject you to the terms and conditions of one or many respective third-party.

10.2 Third Party Providers.

Our Platform or content might be available through third party providers. We do not control such third parties. When accessing the Platform through a third party, your use of the Platform may also be subject to the terms and conditions, and privacy policy, of such third party. We do not warrant, endorse, guarantee, provide any conditions, warranties, or representations, or assume any responsibility or liability for any information, content, product, or service advertised, offered, made available, or performed by any third party.

11 GEOGRAPHIC RESTRICTIONS

11.1 The operator of the Platform is based in the United States of America. This Platform is not intended for use in any jurisdiction where its use is not permitted. You represent and warrant to us that you are using the Platform in a jurisdiction where access to, and use of, the Platform (or any part thereof) is not prohibited or illegal. If you access the Platform from outside the United States of America, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

12 DISCLAIMER OF WARRANTIES

12.1 YOU UNDERSTAND AGREE THAT YOUR USE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION ITS CONTENT, AND ANY SERVICES, CONTENT, OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM, IS AT YOUR OWN RISK. THE PLATFORM, INCLUDING WITHOUT LIMITATION ITS CONTENT, AND ANY SERVICES, CONTENT, OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12.2 NEITHER AICUMEN NOR ITS AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS MAKES ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY OR AVAILABILITY OF THE PLATFORM, INCLUDING WITHOUT LIMITATION ITS CONTENTS, FUNCTIONALITIES, OR SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER AICUMEN NOR ITS AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS REPRESENTS OR WARRANTS THAT THE PLATFORM (INCLUDING WITHOUT LIMITATION ITS CONTENT, OR ANY SERVICES, CONTENT, OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM) WILL BE ACCURATE, RELIABLE, ERRORFREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED OR, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12.3 We cannot and do not guarantee or warrant that files or data available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the Platform and your computer, internet and data security. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF- SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY CONTENT OR ITEM POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

13 LIMITATION ON LIABILITY

13.1 DOLLAR CAP.

WITHOUT LIMITING SECTION 13.2, TO THE EXTENT PERMITTED BY LAW, AICUMEN, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUCCESSORS, AND ASSIGNS CUMULATIVE LIABILITY FOR CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE PLATFORM WILL NOT EXCEED THE AMOUNT YOU PAID US (OR IF YOU USED THE PLATFORM ON A FREE BASIS, THEN OUR LIABILITY WILL NOT EXCEED \$1.00 USD).

13.2 LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AICUMEN, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS,

EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, PERSONAL INJURY, PAIN AND SUFFERING, OR EMOTIONAL DISTRESS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF PRIVACY, OR ANY OTHER THEORY OF LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3 Consumer Rights.

Nothing in this Article 13 affects consumer rights that, pursuant to applicable law, cannot be limited or waived.

14 INDEMNIFICATION

14.1 To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Aicumen, its Affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Terms and Conditions; or (b) your use of the Platform, including, but not limited to, User Content, third party sites, or any use of content, services, and products made available or accessible through the Platform, other than as expressly authorized in these Terms and Conditions.

15 GOVERNING LAW

15.1 This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Delaware, without regard to conflicts of law principles. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

16 DISPUTES

16.1 Arbitration.

All disputes arising from or related to this agreement must be submitted for binding arbitration before a single arbitrator under the rules of the American Arbitration Association as in effect at such time. The location for such arbitration will be the state of Delaware.

16.2 Waiver of Class Action and Jury Trial.

You agree to waive any right you may have to commence or participate in any class action against Aicumen or its Affiliates related to any claim and, where applicable, you also agree to opt out of any class proceedings against Aicumen or its Affiliates. Where applicable, if a dispute arises between us and you, you waive any right you may have to participate in a trial by jury with respect to that dispute.

17 GENERAL

17.1 Survival.

Articles and Sections 4.1, 5.7, 6.1, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 7.2, 8, 9, 10, and 12 to 17, any warranties you provide under these Terms and Conditions, and all other provisions of these Terms and Conditions which must survive termination of these Terms and Conditions to fulfil their purpose will survive termination of these Terms and Conditions or the termination or deletion of your Account.

17.2 Waiver.

No waiver of any of these Terms and Conditions is effective unless it is in writing and signed by an authorized representative of the party waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17.3 Severability.

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

17.4 Entire Agreement.

Subject to section, the Terms and Conditions and our Privacy Policy, constitute the sole and entire agreement between you and Aicumen regarding the Platform and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

17.5 Supplemental Contracts.

Your use of the Platform is subject to any other written and duly executed contracts you may have with Aicumen (a “Supplemental Contract”). In the case of any conflict between these Terms and Conditions and a Supplemental Contract, the terms of such Supplemental Contract shall prevail.

17.6 Assignment.

We may assign these Terms and Conditions in part or in their entirety, including our rights, interests, and obligations hereunder, without notice to you or your consent. These Terms and Conditions are personal to you and you may not assign these Terms and Conditions nor your rights, interests, or obligations under these Terms to any person without our express written consent.

17.7 Headings.

Headings are for convenience only and shall not affect the interpretation of these Terms and Conditions.

17.8 Currency.

References to dollar amounts on the Platform are in United States Dollars (USD) unless otherwise stated in writing.

17.9 Language.

The parties acknowledge that they have required that these Terms and Conditions, and all related documents (including the Privacy Policy) be prepared in English.

If these Terms and Conditions are translated into another language, the English language text shall in any event prevail. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. Where the word “including” or “includes” is used in these Terms and Conditions, it means “including (or includes) without limitation.”

17.10 Enurement.

These Terms and Conditions will enure to the benefit of and be binding upon the parties to these Terms and Conditions and their respective successors, heirs and permitted assigns.

17.11 Further Assurances.

You agree to provide such further documents or instruments, and take such further actions, reasonably requested by Aicumen, to effect the purposes of these Terms and Conditions and carry out its provisions.

17.12 Force Majeure.

In no event will Aicumen be liable or responsible to you, or be deemed to have defaulted under or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any term of these Terms and Conditions, when and to the extent that such failure or delay is caused by any circumstances beyond Aicumen’s reasonable control, including acts of God, flood, fire, earthquake, tsunami, explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms and Conditions, national or regional emergency, strikes, labour stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or

partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

17.13 Notice.

Aicumen may give notice to you by email, letter, or SMS to the applicable address or number you provide on your Account or by notice posted on the Platform. You may provide notice to us by letter to:

Aicumen Technologies Inc.

11 Nestlewood Way, Princeton, NJ 08540, USA