

Tucuxi, Inc.

Terms of Use

Last Updated August 21, 2025

Tucuxi, Inc. and/or its subsidiaries and affiliates ("Tucuxi" "us," "we," or "our") provide our apps (each a "Tucuxi App") and any related services including those expressly articulated in Section 3 below (collectively the Tucuxi App and such services the "Services"). By using the Services, you acknowledge and agree to be bound to the following terms of use (the "Terms"):

PLEASE READ: THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. READ CAREFULLY, INCLUDING YOUR RIGHT, IF APPLICABLE, TO OPT OUT OF ARBITRATION. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED BELOW, OR WHERE PROHIBITED BY LAW, BY ENTERING INTO THESE TERMS YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND TUCUXI WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

We provide some of our Services with large language models created using machine learning - that provide output mimicking the issue spotting, practical analysis and response you might expect of a well trained subject matter expert. However, the output generated by a machine learning model (even when trained) is probabilistic and should be evaluated for accuracy as appropriate for your use case.

Neither we, nor the Services, are a law firm or a substitute for an attorney or law firm. Communication between you and us is protected by our Privacy Policy, but is not attorney-client privileged or attorney work product, nor does it form an attorney-client relationship between us. The Services are not designed to generate guidance on legal, medical, psychotherapy or other matters as a substitute for a licensed professional. Our Services like Euni™-US Law School are only intended as a tool for use in studying to become an attorney in connection with study at an accredited law school under the guidance of those trained to teach the subject of the law and should not be your sole source of instruction. Our Services like Euni™ - ClientNotes are only intended for use by licensed mental health professionals. You acknowledge and agree that if, notwithstanding the foregoing, you use the Services to provide guidance on legal matters you must be a) either an attorney licensed in your applicable jurisdiction or b) will employ (whether in-house or at a law firm) an attorney licensed in your applicable jurisdiction, and that if you use the output provided via our Services in connection with providing legal advice, the output provided via our Services will be reviewed by such attorney (you or your in-house or outside counsel, as applicable) and that attorney will apply their judgment to determine the appropriate way to use that output to provide you with their advice, explanation, opinion, or recommendation about possible legal rights, remedies, defenses, options, selection of forms, or strategies. You or your attorney are responsible for all decisions made, advice given, actions

taken, and failures to take action based on your use of the Services.

We may modify these Terms for any reason and at any time by posting a new version. Modifications to the Terms do not affect any rights or obligations that arose prior to the modifications, but your continued use of the Services following the posting of modified Terms will be subject to the Terms in effect at the time of your use. Please review these Terms periodically for changes. If you object to any provision of these Terms or any subsequent modifications to these Terms your only recourse is to immediately terminate use of the Services.

1. ELIGIBILITY

To use the Service you must be, and represent and warrant that you are, at least 13 years of age and competent to agree to these Terms.

2. ACCOUNTS

To use the Services we may require you to register for a Tucuxi account and create a username and password. If so, you agree to provide us with accurate, complete, and current registration information about yourself. You are responsible for ensuring that any such password remains confidential and secure. You agree that you are fully responsible for all activities that occur under your user name and password. We may assume that any communications we receive under your account have been made by you.

You are responsible for notifying us if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. Tucuxi will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, damages, liability, expenses and attorneys' fees incurred by Tucuxi or a third party due to someone else using your account.

3. SERVICES

The services included in this section and elsewhere in this agreement, are included in the definition of the "Services" in these Terms.

3.1 Chat Services

The Services may provide chat assistant services to its customers that can be used to study and prepare for exams or to engage on any number of subjects. Unless expressly indicated in the app/app settings, these services may be powered by AI models created and hosted by third parties, with whom we've contracted as our service providers or, if you are using your own APIs to access those services providers services those with whom you've contracted as your service providers.

4. Fees & Payment

4.1 Pricing & Trials

Our Services may be priced and payable in different ways, including through other parties app stores. We may offer free or trial versions. We reserve the right to determine eligibility for trials and our pricing overall in our sole discretion. We can change our pricing and remove trial services at any time without prior notice and with no liability to the greatest extent permitted under law, except that if you pay on a cyclical basis, such as monthly, you will continue to receive your current pricing through the end of your current billing cycle.

4.2 Payment

You are responsible for timely paying fees. We may charge your selected payment method until you cancel or modify your authorization for us to do so. Or, if your order form provides for invoices to you, those invoices will indicate due dates. Disputes about invoices must be raised within 30 days or waived. We may collect fees or deactivate your account if you are past due. You are responsible for any taxes imposed on your use of the Services. If Tucuxi is obligated to collect such taxes, they will be added to your billing account. All charges are earned upon receipt by us and based on services purchased regardless of actual usage and are nonrefundable except as set forth here and/or required by law.

4.3 AppStore Terms

You may have obtained our app via an appstore operated by a third party like Apple or Google. In that case, their terms also apply to your access to, use of and payment for using our Tucuxi App and the Services.

5. OUR PROPRIETARY RIGHTS

All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Services shall, as between you and Tucuxi, at all times be and remain the sole and exclusive property of Tucuxi. Any unauthorized use of any material contained on or through the Services may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

6. INPUTS, OUTPUT AND FEEDBACK

6.1 Customer Inputs and Outputs from Services. Some Services allow you to submit questions and documents (including in the form of prompts or queries) ("Input") to evaluate the output of the Services ("Output"). You agree that for non-locally running Services where we must process these questions and documents we may use Inputs to provide you an Output and train or otherwise improve the Services, so long as the Inputs and Outputs have been de-identified so that they do not identify you. For these purposes (and without limiting our other obligations with respect to your Inputs generally), such data is provided by you to us "AS IS".

6.1.1 Inputs. Except for our rights set out in these Terms, as between the parties, you retain all intellectual property and other rights in your Inputs.

6.1.2 Outputs: Subject to the Terms, for non-locally running Services we own the Outputs and hereby grant you a personal, non-exclusive, worldwide, perpetual right and license to use the Outputs to provide services to the person or company registered to your Tucuxi account. You acknowledge and agree that Outputs provided to you may be similar or identical to Outputs we provide to others who provide similar Inputs.

6.1.3 Infringement by Outputs. Due to the nature of the Services, we do not represent or warrant that (a) any Output does not incorporate or reflect third-party content or materials or (b) any Output will not infringe third-party intellectual property rights. Outputs are provided AS-IS without any representation or warranty. Outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by us. You must independently review and verify all Outputs as to appropriateness for any or all of your use cases or applications.

Without limiting any restrictions in the Terms, you will not and will not permit anyone else to: use the Services or any Output to infringe any third-party rights, use the Services or any Output to develop, train or improve any AI or ML models, represent any Output as being approved or vetted by us, represent any Output as being an original work or a wholly human-generated work, use the Services for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with all applicable laws and regulations, or use the Services for purposes or with effects that are discriminatory, harassing, harmful or unethical.

6.2 Feedback. You may provide comments, information, and other materials regarding the Services (collectively, "Feedback") to Tucuxi and share such Feedback with other users, or the public. By submitting Feedback through us, you grant Tucuxi a license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display that Feedback for any purpose (including in testimonials or other Tucuxi marketing materials and where required to do so by law or in good faith to comply with legal process.). We reserve the right to remove any Feedback posted in public forums for any reason at our sole discretion.

7. ACCESS AND ACCEPTABLE USE

Subject to your compliance with these Terms, Tucuxi grants you a personal, non-commercial, limited, non-exclusive, non-transferable, non- sublicensable right to access and use the Services via our Tucuxi App. All rights not expressly granted to you in these Terms are reserved and retained by Tucuxi or its licensors, suppliers, publishers, rightsholders, or other content providers.

Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Tucuxi trademarks displayed on our Services, without our prior written permission in each instance. All goodwill generated from the use of Tucuxi trademarks will inure to our exclusive benefit. You may not, among other things, download, copy, or otherwise use account information for the benefit of any third party; use any of data mining, robots, scraping or similar data gathering or extraction tools; or use any meta tags or any other "hidden text" utilizing Tucuxi's name or trademarks without the express written consent of Tucuxi. Further, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on our Services or any third party content, in whole or in part, except that the foregoing does not apply to your own content that you legally upload to our Services.

In addition to other prohibitions as set forth in these Terms, you are prohibited from using the Tucuxi App or Services: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses. We also reserve the right to refuse to provide our Services to anyone for any reason at any time.

If you are blocked by us from accessing our Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Tucuxi may, at its sole discretion, terminate your rights to use Services, remove or edit content, or cancel orders for any or no reason, including if you do not comply with these Terms. Tucuxi reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice. You agree that Tucuxi shall not be liable to you or any third party for any modification, suspension or discontinuance of the Tucuxi App or Services.

8. CONFIDENTIALITY

8.1 User Data - Privacy and Security

(i) User Data. Some of our Services work through a) your input or transfer to us of information,

in each case that may potentially be subject to applicable privacy and data security laws (“User Data”). You agree and consent to the use, transfer, processing, and storage of User Data in accordance with these Terms of use and with our Privacy Policy. Please review our Privacy Policy to learn more about our information collection, use, and disclosure practices.

(ii) Data Privacy. Both you and Tucuxi represent that our respective performance under this Agreement is compliant with applicable data privacy laws. Tucuxi is a “Service Provider” under the California Consumer Privacy Act (CCPA) and similar laws. Our use, retention, and/or disclosure of personal information is for the sole business purpose of performing the Services.

(iii) Security. We use commercially reasonable and industry-standard security technical and organizational practices and safeguards. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures, and you provide User Data to us at your own risk.

(iv) Your rights in User Data you provide. You represent and warrant to Tucuxi that any User Data you provide is accurate, complete, and lawfully obtained under an appropriate privacy policy and that you have all rights and authority to share the User Data with Tucuxi for the purposes described in these Terms and the Tucuxi Privacy Policy. By submitting User Data to Tucuxi, you hereby grant, and you represent and warrant that you have all rights necessary to grant, all rights and licenses to the User Data required for Tucuxi and its subcontractors and service providers to provide the Services, including features that enable, for example, sharing certain User Data with third parties when you share a query. Tucuxi takes no responsibility and assumes no liability for any User Data, and you will be solely responsible for its User Data and the consequences of sharing it hereunder.

You own all rights in and to your User Data, subject to the limited rights granted to Tucuxi under these Terms. Following your use of the Services, you may request within the Tucuxi interface or by written request to Tucuxi to remove from Tucuxi’s systems any of your User Data.

9. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

THE Tucuxi App, SERVICES AND OUTPUTS, WHETHER PROVIDED BY TUCUXI, ITS LICENSORS, ITS VENDORS OR ITS USERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE Tucuxi App OR SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, TUCUXI DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THE Tucuxi App OR OUTPUT OF THE SERVICES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR FEATURES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR

THE DOWNLOADING AND UPLOADING OF USER CONTENT) WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE Tucuxi App, SERVICES OR THE SERVER(S) THAT MAKE THE Services AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL TUCUXI OR ITS AFFILIATES, LICENSORS, VENDORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE Tucuxi App, SERVICES, OUTPUTS, ANY MATERIALS, INFORMATION, OR RECOMMENDATIONS APPEARING ON THE Tucuxi App OR SERVICES, OR ANY LINK PROVIDED ON THE Tucuxi App OR SERVICES, WHETHER OR NOT TUCUXI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE SERVICE OR Tucuxi AppS TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A PRODUCT OR SERVICE, \$100. TUCUXI WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW. If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." This release includes the criminal acts of others.

10. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in Section 9. Accordingly, some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Section 7 specifically do apply to you.

11. Indemnity

You agree to release, indemnify, and hold us, our third party product or service providers, our and their affiliates, officers, employees, directors, and agents harmless from any and all losses, damages, fines, penalties, fees, costs and expenses, including reasonable attorneys' fees, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Services, any Input you provide or content you upload or otherwise make available to the Services, your violation of these Terms, the Privacy Policy, or your violation of any rights of

another.

12. MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

IMPORTANT – PLEASE REVIEW AS THIS MAY AFFECT YOUR LEGAL RIGHTS. APPLICABLE TO THE FULL EXTENT PERMITTED BY LAW.

Mandatory Arbitration of Disputes. We each agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Services (each, a “Dispute” and collectively, the “Disputes”) will be resolved solely by binding, individual arbitration, unless expressly provided otherwise in this Section, and not in a class, representative, or consolidated action or proceeding. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms and that YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Section shall survive the termination of these Terms.

Exceptions and Opt-out Option. The only exceptions to this Section are the following: (1) you or we each may seek to resolve an individual Dispute in small claims court if it qualifies; (2) you or we each may seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our respective intellectual property rights; or (3) you may opt out of arbitration entirely and litigate any Dispute individually if you provide us with a signed, written notice of your decision to do so pursuant to the conditions below; however, if you are opting out of an updated version of this arbitration provision, you understand that you will remain subject to the prior version of any arbitration provision to which you had previously agreed.

Initial Dispute Resolution and Notification. You and We agree that, prior to initiating an arbitration or other legal proceeding, you and We will attempt to negotiate an informal resolution of the Dispute. To begin this process, and before initiating any arbitration or legal proceeding against We, you must send a Notice of Dispute (“Notice”) to the attention of our Legal Department at legal@tucuxi.ai. For purposes of these Terms, initiating an arbitration means filing an arbitration demand (“Demand”).

Your Notice to us must contain all of the following information: (1) your full name, address, and the email address associated with your We account; (2) a detailed description of the nature and basis of the Dispute; (3) a description of the relief you want, including any money damages you request; and (4) your signature verifying the accuracy of the Notice and, if you are represented by counsel, authorizing We to disclose information about you to your attorney.

After receipt of your Notice, you and we shall engage in a good-faith effort to resolve the dispute for a period of 60 days, which both sides may extend by written agreement (“Informal Dispute Resolution Period”). During the Informal Dispute Resolution Period, neither you nor we may initiate an arbitration or other legal proceeding. If the Dispute is not resolved during the Informal Dispute Resolution Period, you may initiate an individual arbitration as provided below.

Conducting Arbitration and Arbitration Rules. Any arbitration must be initiated with and conducted by National Arbitration & Mediation (“NAM”) pursuant to its Comprehensive Dispute Resolution Rules and Procedures and/or its Mass Filing Supplemental Dispute Resolution Rules and Procedures (together, the “NAM Rules”), except as modified by these Terms. The NAM Rules are available at www.NAMADR.org, by calling NAM at 1-800-358-2550. In any instance where the applicable NAM Rules and these Terms are inconsistent, these Terms shall control. An arbitration Demand filed with NAM must include a certification signed by the filing party verifying compliance with the Initial Dispute Resolution and Notification requirements and other requirements set out in this Section. If NAM fails or declines to conduct the arbitration for any reason, we will mutually select a different arbitration administrator. If we cannot agree, a court will appoint the arbitration administrator. Any arbitration hearing will take place in or nearest to the county or municipality where you live, unless you and we agree to a different location or to a virtual hearing. The arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement, except that only a court of competent jurisdiction as set forth in these Terms (and not an arbitrator) shall have the exclusive authority to resolve any claim that all or part of the Class Action Waiver set forth in these Terms or the Mass Filing procedures set forth in the Sections below are unenforceable, unconscionable, void, or voidable.

Mass Filing Procedures. YOU AND WE AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US IS WAIVING THE RIGHT TO BRING OR PARTICIPATE IN A MASS ARBITRATION. Our receipt of one or more Notice(s) of substantially similar claims brought by or on behalf of twenty-five (25) or more claimants (including you) within a 60-day period (“Mass Filing”) shall be subject to the additional procedures set forth below. Claims included in a Mass Filing, if not resolved during the Informal Dispute Resolution Period, may proceed only in accordance with the procedures set out below, and subject to the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (“NAM Mass Filing Rules”, available at <https://www.namadr.com/resources/rules-fees-forms/>) to the extent not contrary to these Terms. If a court determines that any part of this Section is not enforceable as to your claim, then your claim may only proceed individually in court consistent with the remaining Terms.

A. First (Bellwether) Batch. The first batch of up to fifty (50) Demands are the Bellwether Arbitrations. If your claim is included in the Bellwether Arbitrations, you and we must cooperate with the arbitrator assigned to your arbitration to resolve your claim within 120 days of the initial pre-hearing conference.

B. Stay of Filing of Other Claims. If your claim is not among those selected for the Bellwether Arbitrations, your claim cannot be filed until it is assigned to a batch and authorized to be filed in a later stage of this process. No arbitration fees will be assessed on you or us in connection with your claim unless and until it is assigned to a batch and authorized to be filed with NAM.

C. Mediation. After the Bellwether Arbitrations are completed, if your claim remains unresolved, you and we agree to mediate your claim along with any other unresolved claims included in the

Mass Filing ("Global Mediation"). The mediator will be selected according to the procedure set forth in the NAM Rules, and we will pay the mediator's fees. The Global Mediation must be completed within 120 days of the selection of a mediator, unless extended by written agreement between you and us.

D. Election To Proceed in Court. If Global Mediation is not successful in resolving your claim, and one hundred (100) or more claims included in the Mass Filing remain unresolved, you or we may opt out of arbitration and elect to have your claim resolved in court consistent with these Terms. You or we must exercise this election within forty-five (45) days of the completion of Global Mediation.

E. Sequential Arbitration of Remaining Batches. If neither you nor we opt out of arbitration, another batch of no greater than fifty (50) individuals' claims will be selected from the Mass Filing, with twenty-five (25) claims (or half of the total number of claims in a batch, if less than fifty) selected by counsel for claimants and twenty-five (25) claims (or half of the total number of claims in a batch, if less than fifty) selected by us. If your claim is included in this next batch of fifty (50) claims, your claim will be filed with NAM, and you and we shall cooperate with the arbitrator assigned to your arbitration to resolve your claim within 120 days of the initial pre-hearing conference. The process of batching up to fifty (50) individual claims at a time will continue until the parties resolve all claims included in the Mass Filing. No unbatched claim can proceed to be filed as a Demand until the previous batch has been resolved.

Tolling. For any claim subject to these Mass Filing procedures, any statute of limitations applicable to your claim shall be tolled from the date the Informal Dispute Resolution Period begins until the earlier of (1) the date your arbitration Demand is filed, or (2) the date you or we opts out of arbitration pursuant to these Terms.

Location of Arbitration. Any required arbitration hearing may be conducted, at your option, in (a) the county, parish, or province in which you reside; (b) the State of Delaware; (c) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator; or (d) by telephone or videoconference.

Arbitration Costs. Payment of all arbitration filing fees and costs will be governed by the applicable NAM Rules. If you prevail on your claim in arbitration, we will reimburse you for any portion of the arbitration filing fees you paid that exceeded the amount you would have paid to file a complaint in a court of competent jurisdiction pursuant to these Terms. If we prevail on your claim in arbitration, and the arbitrator finds that your claim was frivolous or filed in bad faith, the arbitrator may award us reimbursement from you of our arbitration filing fees and costs.

Offer of Settlement. We may, but are not obligated to, make a written offer to settle your claim at least 14 days before the arbitration hearing date. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If an award is issued in your favor but is less than our settlement offer, the arbitrator may order you to pay the arbitration costs incurred by us after its offer was made, unless otherwise prohibited by

the underlying law governing your claim.

Class Action Waiver. YOU AND WE AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US MAY BRING CLAIMS (WHETHER IN COURT OR IN ARBITRATION) AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, COORDINATED, PRIVATE ATTORNEY GENERAL, REQUEST FOR PUBLIC INJUNCTIVE RELIEF, OR REPRESENTATIVE PROCEEDING. This also means that you and we may not participate in any class, collective, consolidated, coordinated, private attorney general, request for public injunctive relief, or representative proceeding brought by any third party. Notwithstanding this provision or any other language in these Terms, you or we may participate in a class-wide settlement. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ANY RIGHT TO A JURY TRIAL.

Effect of Changes on Arbitration. Notwithstanding the provisions of Section 25 “Modification”, if we change any terms of this Section after the date you first accepted these Terms or any subsequent changes to these Terms, you may reject the new changes to this Section by sending us written notice to legal@tucuxi.ai within thirty (30) days of the date such change became effective, as indicated by the later of (1) the “Last Updated” date of the Terms you seek to reject or (2) the date of our email to you notifying you of such change. Even if you reject a change, you will remain subject to the last version of the Terms you had accepted.

Severability. If any portion of this Section is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The remainder of this Section and all other Terms shall continue to be enforceable and valid.

13. CONTROLLING LAW AND SEVERABILITY

These Terms, the Privacy Policy or any other terms applicable to the Services and any dispute arising from them, will be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles, except for the Arbitration Agreement; Class Action Waiver section, as set forth above.

Any lawsuits arising in connection with these Terms, the Privacy Policy or any other terms related to the Services must be initiated in the State of California, and you irrevocably consent to the nonexclusive personal jurisdiction and venue of the courts sitting therein. We reserve the right to commence legal action in the State of Delaware in order to enforce these terms, including the right to seek injunctive relief or other equitable relief to enforce compliance with these terms. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Services. This choice of jurisdiction does not prevent us from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

14. GENERAL TERMS

14.1 Force Majeure. Under no circumstances shall Tucuxi or its licensor or supplier be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

14.2 No Waiver. No waiver of any provision of these Terms will be binding unless in writing, no waiver of any provisions of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and the failure of Tucuxi to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

14.3 Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

14.5 Miscellaneous. These Terms constitute the entire agreement between you and Tucuxi and govern your use of the Services, and supersede any prior agreements between you and Tucuxi on the subject matter. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Tucuxi without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Tucuxi. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. If you are using the Services for or on behalf of the U.S. government, your license rights do not exceed those granted to non-government consumers. The section titles in these Terms are for convenience only and have no legal or contractual effect. Any provision of these Terms that by its nature is reasonably intended to survive beyond termination of these Terms shall survive.

14.6 Notices. We may deliver notice to you by email, posting a notice on the Services or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following email address: support@tucuxi.ai

15. QUESTIONS

Questions, comments, or concerns about the Terms should be sent to support@tucuxi.ai.